

EXHIBIT K



INSURER: Selective Insurance Company of America

INSURED: C&D LaFace Construction Inc.

POLICY NO.: S 2056307

POLICY PERIOD: December 25, 2014-2015

To Whom It May Concern:

The attached copy of the policy identified above is hereby certified to be a true and accurate copy thereof.

A handwritten signature in black ink, appearing to read "John Villani", written over a horizontal line.

John Villani – Vice President Underwriting

[The date issued set forth in the Declarations refers to the date on which the attached certified copy of the policy was prepared and not the date the policy was issued.]



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

Facts

Regarding

Premium

Audits

To Our Policyholder:

Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy. **Please note that only those policies containing one or more class codes that are rated on an auditable premium basis (such as payroll, receipts/sales, total cost or admissions), are subject to a premium audit.**

Insurance Costs can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using **your records**. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

For Businesses Other Than Contractors:

1. The basis of premium used to determine your policy premium may be payroll, receipts or sales, total cost or admissions. These are defined as follows:

A. Payroll:

The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees (b) salesmen who are away from the premises (c) drivers. Remuneration *excludes* tips.

B. Receipts/Sales:

The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.

C. Total cost

Total cost of all work let or sublet in connection with each specific project including (a) cost of all labor materials & equipment (b) all fees, bonuses & commissions.

D. Admissions:

The total number of persons, other than employees, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e., Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab operators and others in this category, **please inform your agent immediately.**
3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

Considerations For Contractors

1. Most Workers~ Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers~ compensation insurance to employees of sub-contractors, except for any subcontractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a {Certificate of Insurance} with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.
2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.

Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.

3. General Liability-Divers~ payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.
4. Products and Completed Operations Coverage under General Liability-Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing-appliances and fixtures). Again, one can see the importance of record keeping

This flier provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

We recommend that you examine, in detail, any policy offered to you.

For more information, contact your local Selective agent.

IMPORTANT NOTICE

Asbestos Exclusion

This policy contains an exclusion which eliminates all coverage for any injuries or damages caused by or relating to asbestos (including asbestos fibers or asbestos products).

This exclusion applies to various insurance coverage parts which may form a part of your policy; refer to your policy for the application of the exclusion form titled: "**ASBESTOS EXCLUSION.**"

NOTE: This notice does not provide or modify the coverage of this policy. This notice is for informational purposes only. Refer to your policy for the precise details of this coverage.

IMPORTANT NOTICE

SNOW AND ICE REMOVAL EXCLUSION

This policy contains an exclusion, which eliminates all coverage for any injuries or damages caused by or relating to **Snow and Ice Removal activities performed for others**.

This exclusion applies to various insurance coverage parts, which may form a part of your policy; refer to your policy for the application of the exclusion form titled: **“SNOW AND ICE REMOVAL EXCLUSION”**.

Note: This notice does not provide or modify the coverage of this policy. This notice is for informational purposes only. Refer to your policy for the precise details of this coverage.

NEW YORK COMMERCIAL AUTO POLICY

ADVISORY NOTICE TO POLICYHOLDERS (JULY 1, 2002)

This is a summary of the new Personal Injury Protection Coverage policy conditions of your Commercial Auto Policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

The areas within the policy that revise coverage are highlighted below. We have followed the policy sequence of provisions in setting out this material.

CA 22 32, New York Mandatory Personal Injury Protection Endorsement and CA 22 48, New York Mandatory Personal Injury Protection Endorsement - Motorcycles

Notice Condition

The time period within which the written notice of an accident must be given to us by or on behalf of each eligible injured person involved in the accident is reduced from **90** days after the date of the accident to **30** days after the date of the accident. The **30** day time period for giving notice does **not** apply if the injured person submits written proof providing clear and reasonable justification for the failure to comply with the **30** day requirement.

Proof of Claim; Medical, Work Loss and Other Necessary Expenses Condition

The time period within which a proof of claim for health service expenses must be submitted by the injured person or the injured person's assignee or legal representative is reduced from **180** days after the date the services are rendered to **45** days after the date the services are rendered.

The provision setting forth the time period within which an injured person or that person's legal representative must submit written proof of claim for work loss benefits and for other necessary expenses to us now states that the written proof of claim for work loss benefits and for all other necessary expenses must be submitted to us as soon as reasonably practicable but, in no event later than 90 days after the work loss is incurred or the other necessary services are rendered.

NOTICE — OFFER OF TERRORISM COVERAGE

NOTICE — DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, or its replacement, that you have a right to purchase coverage for losses resulting from losses from acts of Terrorism, as defined in Section 102(1) of the Act. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified** under this federal program. The policy’s other provisions will still apply to such an act. **You may accept or reject this offer. IF YOU CHOOSE TO ACCEPT THIS OFFER OF COVERAGE, NO ACTION IS NECESSARY ON YOUR PART. If, after careful consideration, you choose to reject this offer of terrorism coverage, you must contact your agent to obtain a terrorism coverage rejection form. Your rejection of this offer of coverage must be completed within the first thirty (30) days of the policy period.**

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. Unless you choose to reject this offer of coverage, your premium will include the additional premium for terrorism as stated in such **DISCLOSURE**. However, the terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism — coverage for such fire losses is provided in your policy. The additional premium just for such fire coverage is stated in the **DISCLOSURE OF PREMIUM**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

You should know that coverage provided for certified acts of terrorism is partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. Coverage lines not subject to the federal participation are commercial auto, burglary and theft, surety, professional liability and farmowners.

CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

DISCLOSURE OF PREMIUM

YOUR POLICY INCLUDES TERRORISM COVERAGE FOR AN ADDITIONAL PREMIUM OF \$ \$1,525.00. IF YOU REJECT THE TERRORISM COVERAGE, AS NOTED ABOVE THE PREMIUM FOR TERRORISM (FIRE ONLY) COVERAGE IS \$ \$80.00.

IMPORTANT NOTICE — NEW YORK

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE OFFER

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability (SSL) Insurance coverage.

Supplemental Spousal Liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse, even where the injured spouse must prove the culpable conduct of the insured spouse.

When elected, this coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$500,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants injured in the same accident: \$425,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e., pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for SSL coverage is 5% of the Liability premium for your policy. This additional premium can be calculated by multiplying the PREMIUM for LIABILITY coverage (under ITEM TWO on the attached COMMERCIAL AUTO COVERAGE PART — DECLARATIONS or GARAGE DECLARATIONS form) by .05. Please contact your agent/broker if you have any questions about this optional coverage.

NOTE: IF YOU DO NOT ELECT TO PURCHASE THIS COVERAGE AND DO NOT PAY THE ADDITIONAL PREMIUM, SSL COVERAGE WILL NOT BE INCLUDED IN YOUR MOTOR VEHICLE INSURANCE POLICY.

ELECTION TO ADD/DELETE SUPPLEMENTAL SPOUSAL LIABILITY INSURANCE COVERAGE

☐ Please add SSL Coverage as outlined above to my policy.

☐ Please delete SSL Coverage from my policy.

Signature of Insured

Date

Policy Number

This election will apply to your current policy and to any subsequent renewal of it unless/until you make a new election.

IN 01 53 03 12

IMPORTANT NOTICE TO NEW YORK POLICYHOLDERS RESTRICTIONS OF COVERAGE

CA-2003-OWLE1 including Amendments 1 and 2

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant restrictions of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CA 01 12 — New York Changes In Business Auto, Business Auto Physical Damage, Motor Carrier And Truckers Coverage Forms (applicable to the Business Auto, Business Auto Physical Damage, Truckers and Motor Carrier Coverage Forms and the Single Interest Auto Physical Damage Insurance Policy)

CA 01 52 — New York Changes In Garage Coverage Form (applicable to the Garage Coverage Form only)

CA 20 25 — New York Mutual Aid Endorsement (applicable to the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms)

When any of these forms are attached to your policy coverage for liability (bodily injury, property damage and personal and advertising injury liability*), loss or damage arising out of war, warlike action and similar events is excluded under all coverage forms and policies. The War exclusion previously applied only to contractually assumed liability arising out of such events. With respect to Physical Damage Coverage and Trailer Interchange Coverage, the War or Military Action exclusion continues to apply.

* Personal and advertising injury liability references apply to the Garage Coverage Form.

IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents (“Agent” or “Agents”). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and
- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent’s overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.
- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
 - **Profitability**, which we determine by comparing losses and expenses to premium;
 - **Volume**, which is the amount of premium written with us;
 - **Growth and Retention**, which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
 - **Annual Plan Performance**, which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.
- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.
- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.

- **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.
- **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.

IMPORTANT NOTICE TO POLICYHOLDERS EQUIPMENT BREAKDOWN COVERAGE JURISDICTIONAL INSPECTION SERVICE

This notice is an advisory notice and is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy. If there is any conflict between your policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Selective Insurance policy includes equipment breakdown coverage. The Hartford Steam Boiler Inspection and Insurance Company (HSB) is an equipment specialist working with Selective Insurance to provide equipment related inspection services. Our combined goal is to provide the highest quality insurance program and services that will help you protect your equipment and your business.

There may be laws or regulations in your city, county or state that require periodic boiler inspections. The scope of the laws may also include air conditioning systems, refrigeration systems and pressure vessels. Most Jurisdictional Authorities charge a fee for both the inspection and the certificate. HSB will perform the inspection for you as an integral part of your insurance program. The certificate fee or any fine levied by the Jurisdiction for not complying with the laws or regulations, is not a part of this service.

If you answer yes to any of the following questions, you may require a certificate inspection. Contact the HSB Inspection Hotline and the customer service representative will assist you.

- Does my location contain any heating or process boilers?
- Does my location have any large hot water heaters (200,000+ btu/hr)?
- Does my location contain any pressure vessels (air tanks, hot water storage tanks)?
- Does my location have a central air conditioning system?

HSB INSPECTION HOTLINE

Telephone: 1-800-333-4677

Fax: 1-484-582-1811

E-mail: NSCINSP_HOTLINE@hsb.com

Please provide the following information:

- Policy Number
- Insured Name
- Location Name and Address
- Contact Name and Phone Number

IMPORTANT NOTICE TO POLICYHOLDERS

COMMERCIAL PROPERTY INSURANCE TO VALUE

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

REGARDING BUILDING INSURANCE TO VALUE

The replacement cost for building(s) insured on this policy is an estimated replacement cost based on general information about your building(s). It is developed from models that use estimated cost of construction materials and estimated labor rates for like buildings in the area. The actual cost to replace your building(s) may be significantly different. Selective Insurance does not guarantee that this figure will represent the actual cost to replace your building(s). You are responsible for selecting the appropriate amount of coverage and you may obtain your own insurance replacement cost appraisal. Additional information you obtain on the replacement cost of your building(s) can further assist you in making a more informed decision about the true value of your building(s). Selective Insurance will consider and accept, if reasonable, your appraisal. Any higher coverage amounts selected will result in higher premiums. You may contact your insurance agent to assist you in obtaining your own insurance replacement cost appraisal or contact one of the numerous companies providing insurance replacement cost appraisals for commercial buildings.

REGARDING BUSINESS PERSONAL PROPERTY INSURANCE TO VALUE

The replacement cost for your Business Personal Property insured on this policy is based on values provided by you. You are responsible for selecting the appropriate amount of coverage to ensure adequate replacement cost values.

IMPORTANT NOTICE TO POLICYHOLDERS — NEW YORK

Rental Reimbursement

If your policy has rental reimbursement coverage and you have covered “loss” under your policy, you have the right to choose a rental vehicle company in the event the covered vehicle is damaged and temporarily out of service.

IMPORTANT NOTICE TO POLICYHOLDERS

THIS NOTICE DESCRIBES CHANGES IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY. FOR COMPLETE INFORMATION ON ALL COVERAGES, TERMS, CONDITIONS, AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS COVERAGE SUMMARY. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Your equipment breakdown (boiler and machinery) coverage has been changed to our new Equipment Breakdown Form. Please note the following differences between the old form and the new updated form:

BROADENINGS

- **Service Interruption** — The requirement that there be a contractual agreement between you and your supplier has been removed. Equipment that is owned by a landlord's utility has also been added. A waiting period no longer applies.
- **Animals** — Equipment Breakdown now covers loss to animals caused by a breakdown if the animals are killed or their destruction is necessary. The animals must either be owned by others and boarded by you or owned by you and held as "stock" and located inside the insured building. The policy provides coverage up to \$250,000 unless otherwise shown.

OTHER CHANGES

- **Service Interruption** — Although not excluded equipment previously, overhead transmission lines are specifically mentioned as equipment that would be covered.

Previously, a 24 hour qualifying waiting period applied to service interruption and then any loss was subject to the applicable deductible. That has been replaced with a minimum 24 hour deductible for business income loss that results from a service interruption. Your deductible may be the same as it was on the previous Equipment Breakdown Coverage Form, or it may have gone up or down.

- **"Covered Equipment"** — now excludes "buried vessels or piping" vs. "underground vessels or piping".
- Equipment Breakdown now specifically excludes misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance. Although not previously excluded, the requirement of an "accident" as defined existed; therefore, the intent has not changed.

TO ALL OPERATORS OF MOTOR VEHICLES IN NEW YORK STATE

As your insurance company, we are required by law to advise you of the legal and financial consequences of being convicted of operating a motor vehicle while under the influence of alcohol or drugs. We strongly endorse the message conveyed by the law — that it does not pay to drink and drive.

Alcohol or drug impairment is a major problem involving not only the impaired driver, but other innocent drivers and pedestrians. We are constantly reminded of the serious consequences of drinking and driving, yet property damage, injuries and deaths caused by alcohol or drug-impaired driving continue to be a major problem. In fact, studies (such as those published in “Fatality Facts 2010” by the Insurance Institute for Highway Safety-Highway Loss Data Institute) show that alcohol or drug use is a contributing factor in a significant number of all fatal motor vehicle accidents, as shown in the following table.

Percent of Fatally Injured Passenger Vehicle Drivers (with BAC > or = .08%)

Overall	33%
Nighttime (9 p.m. — 6 a.m.)	59%
Weekends (6 p.m. Friday — 6 a.m. Monday)	45%
Weekdays	25%
Nighttime single-vehicle crashes	68%

In recent years, New York State has made significant changes to strengthen its driving while intoxicated laws, and these changes have extremely serious consequences for motorists who choose to drive while intoxicated or impaired by alcohol or drugs. A new crime of aggravated driving while intoxicated (“Agg DWI”) was created, which prohibits: driving a motor vehicle while having a blood alcohol content (“BAC”) of .18% or more; or committing most driving under the influence of alcohol or drugs offenses while a child who is 15-years-old or younger is a passenger. In addition, a new crime of driving while ability impaired by the combined influence of drugs or of alcohol and any drug or drugs (“DWAI Combined Influence”) was created.

The law generally prohibits “plea bargaining” to a non-alcohol/drug-related driving offense. Moreover, every motorist who is convicted of driving while intoxicated (“DWI”) or Agg DWI must be sentenced to probation or conditional discharge (in addition to any fines or imprisonment) and in connection with that sentence, must install at the motorist’s own expense an ignition interlock device (“IID”) in all vehicles that the motorist owns or operates (with the exception of certain employer-owned vehicles) for at least six months. In addition to the criminal penalties associated with driving under the influence of alcohol or drugs convictions, such convictions also carry with them substantial driver’s license suspension or revocation periods. Motorists who are convicted of any alcohol or drug related driving offense (even if it is a traffic infraction as opposed to a crime) must pay a \$750 driver responsibility assessment (“DRA”) in addition to fines, mandatory surcharges, and other related fees and penalties.

In addition to facing prosecution for the various alcohol and drug-related driving offenses defined in the Vehicle and Traffic Law (“VTL”), motorists who injure or kill others while driving under the influence of alcohol or drugs may be charged with committing crimes under the Penal Law. New laws have increased the penalties for vehicular assault and vehicular manslaughter, and new crimes of aggravated vehicular assault and aggravated vehicular homicide have been created as part of New York’s continuing efforts to punish intoxicated and impaired drivers who injure or kill others.

This notice provides general information on the penalties for convictions of operating a motor vehicle while under the influence of alcohol or drugs. Be aware that stiffer penalties are levied in certain situations involving a motorist who holds a commercial driver's license ("CDL") or for convictions of such impairment while operating a commercial vehicle, especially when transporting certain hazardous materials.

Please familiarize yourself, and anyone else who operates your vehicle, with this important information. Please remember: **If you drink, don't drive!**

BASIC PENALTIES, DEGREE OF IMPAIRMENT AND INSURANCE PENALTIES

If you are convicted of an alcohol or drug related driving offense defined in the VTL, then there are extremely serious consequences. Some of the consequences are criminal or penal in nature, while others are civil or administrative in nature.

The criminal consequences may include all or some of the following: court imposed fines and surcharges, a sentence of probation or conditional discharge with a condition that you install and maintain an IID in all vehicles you own or operate, and imprisonment.

If you cause a death or serious injury as a result of a traffic accident while intoxicated or impaired by alcohol or drugs, then you may face additional criminal charges under the Penal Law for vehicular assault, aggravated vehicular assault, vehicular manslaughter, and aggravated vehicular homicide, punishable by up to 15-25 years in prison.

The civil or administrative consequences will include fines, mandatory surcharges and related fees levied by the Department of Motor Vehicles ("DMV"), and the suspension or revocation of your driver's license by DMV. You also will be charged a \$750 DRA payable in three annual payments of \$250, in addition to any fines and mandatory surcharges and related fees that are imposed. If you fail to make a required DRA payment, then your license will be suspended indefinitely until the amounts owing are paid.

If you are convicted of an alcohol or drug related driving offense in New York State, then depending on the severity of the offense or if you had prior offenses, your license will be suspended for 90 days at a minimum or revoked for a minimum of six to 18 months.

If you are convicted of an alcohol or drug related driving offense inside or outside of New York State that you committed when you were under the age of 21, then the license consequences are generally more severe: if it is a first offense, then your license will be revoked for at least one year and if it is a second or subsequent offense, then your license will be revoked for at least one year (18 months for Agg-DWI offense in NYS) or until you become 21, whichever is **longer**.

If you are age 21 or older and you are convicted of an out-of-state alcohol-related driving offense, then in addition to the penalties imposed by the state where the offense occurred, your New York driver's license will be revoked for at least 90 days; if the out-of-state offense is a drug-related driving offense, then your driver's license will be revoked for at least six months.

If you are the holder of a CDL and you commit an alcohol or drug-related driving offense (regardless of whether you were driving an automobile or a commercial vehicle at the time of the offense), then your CDL will be revoked for at least one year. A motorist holding a CDL who commits two such violations will have his or her CDL revoked for at least 10 years and a third violation will cause a permanent, lifetime revocation.

Although refusing to take a chemical test (of breath, blood, or urine) is not a crime or traffic infraction, a driver who meets the criteria for being considered a "first offender" and who refuses to take a chemical test may have his or her driver's license revoked for at least one year (18 months for a CDL) and must pay a civil penalty of \$500 (\$550 for a CDL). If you are considered a repeat offender due to a prior refusal or conviction for an alcohol or drug-related driving offense or for certain other offenses, then you will be required to pay a civil penalty of \$750 and may have your driver's license revoked for at least one year (10 years minimum for a CDL).

If your license is suspended or revoked for commission of an alcohol or drug-related driving offense, then you may be eligible for a conditional license ("CL") that will afford you some limited driving privileges during the sanction period (no CDL privileges are granted by a CL). In order to obtain a CL, you will have to enroll in an approved drinking driver program ("DDP"), pay the required fees, and meet other eligibility requirements. DMV charges a \$75 administrative fee upon DDP enrollment, and the DDP charges an additional course fee of up to \$225. You may be referred by the DDP for formal substance abuse evaluation or treatment at an additional cost. If you fail to complete the DDP or any required evaluation or treatment, then your CL will be revoked. If you commit almost any traffic infraction while holding a CL, then the CL will be revoked. Typically, if your CL is revoked, your original license suspension or revocation will be reinstated for its full length with no credit being given for the time you held the CL. During a suspension or revocation period, you may not lawfully drive for any reason.

If you do not have a CL and you drive while your license is suspended or revoked due to an alcohol or drug-related driving conviction or a chemical test refusal, you may be convicted of aggravated unlicensed operation of a motor vehicle ("AUO") in the second degree, subject to a fine of \$500 to \$1,000 and sentenced to either imprisonment for seven to 180 days, or probation with a possible condition of alcohol or drug treatment imposed.

HOW MANY DRINKS MAKE YOUR LEGALLY INTOXICATED?

In New York State, you are legally intoxicated when your BAC reaches .08%. You are considered to be driving while ability impaired ("DWAI") when your BAC is more than .05%, but less than .08%.

Any amount of drinking will affect your judgment and coordination. The degree of impairment depends on four basic factors:

- (a) how much you drink;
- (b) how long you drink;
- (c) eating before or during drinking, as food slows absorption of alcohol; and
- (d) your body weight.

A 12-ounce of beer, 5-ounce glass of wine, or a shot of 86-proof liquor all contain the same amount of alcohol. Your body metabolizes about one drink each hour. Only time will truly sober you up, not coffee, a walk, or a cold shower.

Therefore, if you consume more than one drink per hour, the likelihood is that you are at least DWAI if you weigh around 110 pounds and had two drinks, or DWAI if you had three drinks and weigh 170 pounds or more. As a rule of thumb, for an average 140-160 pound person, BAC level rises .02% per hour per drink.

As an example, a 140-pound person who consumes five drinks in a two-hour period will have a .08% (deducting .02% for the passage of time). Even if no more alcohol is consumed, that individual may not safely drive for at least four hours. Remember, any elevation in BAC will impair your judgment and coordination.

**ALCOHOL/DRUG-RELATED CONVICTIONS AND
YOUR AUTOMOBILE INSURANCE POLICY**

Suspension or revocation of your driver's license or the driver's license of any person who normally operates an automobile insured under your policy is just cause for your insurance company to cancel your automobile insurance policy.

A conviction of driving while impaired or intoxicated through the use of alcohol or drugs will probably result in non-renewal of your insurance policy, and in your inability to obtain insurance with another company in the voluntary market. You will then find yourself relegated to the New York Automobile Insurance Plan ("Assigned Risk Plan") at a substantially higher cost.

Currently, under the Assigned Risk Plan, a conviction of operating a motor vehicle while intoxicated or impaired by the use of alcohol or drugs will result in a 75% surcharge, increasing your automobile insurance premiums for three years. Most automobile insurance companies also will surcharge your premiums substantially for any convictions of operating a motor vehicle while under the influence of alcohol or drugs.

NO-FAULT EXCLUSIONS/CONDITIONS

Another reason for not driving in an intoxicated or impaired condition due to drinking or drugs is that your no-fault insurance benefits will not be available to you if you are injured as a result of this condition, except for necessary emergency health services rendered in a general hospital or by an ambulance attendant. Subsequent basic economic loss (such as general medical expenses, wage loss, other necessary expenses, or a death benefit) attributable to your own bodily injury would fall outside of the no-fault insurance system. It is important to be aware that your auto insurance company may seek to collect from you the amount paid or payable for the emergency health services provided to you if you are found guilty of operating the vehicle while under the influence of alcohol or drugs pursuant to the VTL. If you permit a "designated driver" (i.e. a non-DWI or non-DWAI person) to drive your vehicle for you, then full no-fault insurance benefits will be available to you and all occupants of your vehicle in case of an accident.

Here, then, are the sobering facts:

**FINES AND IMPRISONMENT PENALTIES FOR
ALCOHOL/DRUG-RELATED DRIVING OFFENSES**

According to the VTL, the following penalties will be imposed for the noted violations:

**AGGRAVATED DRIVING WHILE INTOXICATED
AGG-DWI (0.18 AND HIGHER BAC [BLOOD ALCOHOL CONTENT])**

CONVICTION	FINE ONLY ¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS ²	
			AGE 21 & OLDER	UNDER AGE 21
1 st Offense (Misdemeanor)	Minimum \$1000 Maximum \$2500	Up to 1 Year	Minimum 1-Year Revocation	Minimum 1-Year Revocation
2 nd Offense within 10 Years (Class E Felony)	Minimum \$1000 Maximum \$5000	Up to 4 Years	Minimum 18-Month Revocation	18-Month Revocation or until age 21, whichever is longer
3 rd Offense or more within 10 years (Class D Felony)	Minimum \$2000 Maximum \$10000	Up to 7 Years	Minimum 18-Month Revocation	18-Month Revocation or until age 21, whichever is longer

**DRIVING WHILE INTOXICATED (DWI or .08 and higher BAC)
DRIVING WHILE IMPAIRED BY DRUG (DWAI-DRUG)
DRIVING WHILE IMPAIRED BY COMBINED ALCOHOL & DRUG (DWAI-Combination)**

CONVICTION	FINE ONLY ¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS ²	
			AGE 21 & OLDER	UNDER AGE 21
1 st Offense (Misdemeanor)	Minimum \$500 Maximum \$1000	Up to 1 Year	Minimum 6-Month Revocation	Minimum 1-Year Revocation
2 nd Offense within 10 Years (Class E Felony)	Minimum \$1000 Maximum \$5000	Up to 4 Years	Minimum 1-Year Revocation	1-Year Revocation or until age 21, whichever is longer ³
3 rd Offense or more within 10 years (Class D Felony)	Minimum \$2000 Maximum \$10000	Up to 7 Years	Minimum 1-Year Revocation	1-Year Revocation or until age 21, whichever is longer

**DRIVING WHILE ABILITY IMPAIRED BY ALCOHOL
DWAI (MORE THAN .05 UP TO .07 BAC)**

CONVICTION	FINE ONLY ¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS ²	
			AGE 21 & OLDER	UNDER AGE 21
1 st Offense (Traffic Infraction)	Minimum \$300 Maximum \$500	Up to 15 Days	90-Day Suspension	Minimum 1-Year Revocation
2 nd Offense within 5 Years (Traffic Infraction)	Minimum \$500 Maximum \$750	Up to 30 Days	Minimum 6-Month Revocation	1-Year Revocation or until age 21, whichever is longer
3 rd Offense or more within 10 years (Misdemeanor)	Minimum \$750 Maximum \$1500	Up to 180 Days	Minimum 6-Month Revocation	1-Year Revocation or until age 21, whichever is longer

**ZERO TOLERANCE LAW (ZTL)
FOR DRIVER UNDER AGE 21 WITH .02 TO .07 BAC⁴**

CONVICTION	FINE ONLY ¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS ²
1 st Offense	\$125 civil penalty and \$100 fee to terminate suspension	N/A	6-Month Suspension
2 nd Offense	\$125 civil penalty and \$100 re- application fee	N/A	1-Year Revocation or until age 21, whichever is longer

CHEMICAL TEST REFUSAL (CTR)

CONVICTION	FINE ONLY ¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS ²
Chemical Test Refusal (CTR)	\$500 civil penalty	N/A	Minimum 1-Year Revocation
CTR within 5 years of a previous DWI- related charge/CTR	\$750 civil penalty	N/A	- Minimum 18-Month Revocation - 1-Year Revocation or until age 21, whichever is longer, for drivers under age 21
CTR-under Zero Tolerance Law (ZTL)	\$300 civil penalty and \$50 re- application fee	N/A	Minimum 1-Year Revocation
CTR-Second or subsequent under ZTL	\$750 civil penalty and \$50 re- application fee	N/A	Minimum 1-Year Revocation

OUT-OF-STATE DRIVING UNDER THE INFLUENCE CONVICTIONS

CONVICTION	FINE ONLY¹	JAIL SENTENCE	LICENSE ACTION & REQUIREMENTS²
Driving Under the Influence (Out-of-State)	N/A	N/A	- Minimum 90-Day Revocation - Minimum 1-Year Revocation for drivers under age 21
Driving Under the Influence (Out-of-State) with any previous alcohol-drug violation	N/A	N/A	- Minimum 90-Day Suspension (longer with certain prior offenses) - Minimum 1-Year Revocation or until age 21, whichever is longer, for drivers under age 21

¹ Conviction fine only. Does not include any mandatory conviction surcharge, crime victims assistance fee or \$750 DRA, as applicable.

² The DMV determines when your license may be returned or reinstated based on state law or regulation.

³ If a prior conviction is aggravated DWI, then revocation is 18-months or until age 21, whichever is longer.

⁴ If your BAC is .05 or higher, then DWAI or DWI may be charged.

NOTE: Penalties (including fines and jail terms) may be higher for a person with multiple offenses, a CDL, or for violations while transporting certain types of passengers or materials.

IMPORTANT NOTICE

INSTALLATION FLOATER COVERAGE FORM ADVISORY NOTICE TO POLICYHOLDERS

CM 71 63 06 96 — INSTALLATION FLOATER COVERAGE FORM has been replaced with an updated version, CM 71 63NY 07 13.

THIS IS A SUMMARY OF THE MAJOR CHANGES TO YOUR POLICY. THIS NOTICE DOES NOT REFERENCE EVERY EDITORIAL OR NON-MATERIAL CHANGE MADE IN THE COVERAGE FORM. NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY OR ENDORSEMENTS. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATION PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The majority of the changes in the form are updates for clarification purposes with no impact on coverage. The major areas within the policy that broaden or reduce coverage are highlighted below.

BROADENING OF COVERAGE

— The following COVERAGE EXTENSIONS have been amended:

- The sublimit for Debris Removal has been increased from \$5,000 to \$25,000.
- The sublimit for Pollution Clean Up and Removal has been increased from \$10,000 to \$25,000.

— The following COVERAGE EXTENSIONS have been added:

- Fire Department Service Charge
- Valuable Papers and Records
- Trees, Shrubs or Plants
- Preservation of Property
- Construction Contract Penalty
- GreenPac® Coverage

— The following EXCLUSIONS have been removed:

- Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines.
- Rain, sleet, snow, ice, freezing, sand or dust to personal property that is outside of a building.
- The enforcement of any ordinance or law:
 - (1) Regulating the construction, use or repair of any property; or
 - (2) Requiring the tearing down of any property, including the cost of removing its debris.

- Any guarantee or warranty (expressed or implied) by you or any contractor, manufacturer or supplier.
- Weather conditions.
- Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - Materials used in repair, construction, renovation or remodeling; or
 - Maintenanceof part or all of any property wherever located.
- Settling, cracking, shrinkage, bulging or expansion.

— The following changes have been made to the ADDITIONAL CONDITIONS:

- VALUATION CONDITION has been changed from Actual Cash Value to Replacement Cost.
- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS has been added on a blanket basis if required in a written contract or written agreement.
- LOSS PAYABLE CONDITION has been added.

REDUCTION IN COVERAGE

- Exclusion was added so there is no coverage for water back-up or overflow from sewers, drains or sumps; seepage of water through foundations, walls, floors, paved surfaces, basements, or doors or windows or other openings.
- Partners, directors, officers, trustees or authorized representatives and “managers” or “members” of LLC’s were specifically added as individuals whose dishonest or criminal acts are excluded.
- New exclusion was added for neglect of an insured to use all reasonable means to save and preserve property from further damage.

IMPORTANT NOTICE

COMMERCIAL UMBRELLA LIABILITY COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATION PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

One or more of the following reductions in coverage may apply to your Umbrella Liability policy:

- If your General Liability policy includes form **CG 21 01 — Exclusion - Athletic or Sports Participants**, then form **CXL 19 — Athletic or Sports Participants Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 22 30 — Exclusion - Corporal Punishment**, then form **CXL 28 — Corporal Punishment Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If (a) your General Liability policy includes form **CG 21 00 — Exclusion - All Hazards in Connection with Designated Premises**, or (b) your Businessowners policy includes form **BP 04 01 — Comprehensive Business Liability Exclusion (All Hazards in Connection with Designated Premises or Operations)**, then form **CXL 31 — Designated Premises Exclusion (All Hazards in Connection With)** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 80 07 — Failure to Perform Exclusion**, then form **CXL 42 — Failure to Perform Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 21 04 — Exclusion - Products-Completed Operations Hazard**, then form **CXL 62 — “Products-Completed Operations Hazard” Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 22 33 — Exclusion - Testing or Consulting Errors & Omissions**, then form **CXL 73 — Testing or Consulting Errors & Omissions Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 22 50 — Exclusion - Failure to Supply** or form **CG 80 30 — Exclusion - Failure to Supply - Utilities**, then form **CXL 77 — Utilities Endorsement - Failure to Supply Exclusion** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 21 53 — Exclusion - Designated Ongoing Operations** or form **CG 71 02 — Exclusion - Designated Ongoing Operations**, then form **CXL 334 — Exclusion - Designated Ongoing Operations** has been added to your Umbrella Liability policy if it was not already included.

- If your General Liability policy includes form **CG 72 01 — Limited Sewage Overflow or Backup Property Damage Coverage Extension**, then form **CXL 335 — Exclusion - Sewage Backup Property Damage Coverage** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 21 33 — Exclusion - Designated Products**, then form **CXL 436 — Exclusion - Designated Products** has been added to your Umbrella Liability policy if it was not already included.
- If your General Liability policy includes form **CG 21 34 — Exclusion - Designated Work**, then form **CXL 437 — Exclusion - Designated Work** has been added to your Umbrella Liability policy if it was not already included.

Insurance is provided by the Company designated on the Declarations Page of this policy. The addresses of all Selective Insurance Companies are shown below:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Selective Way Insurance Company
40 Wantage Avenue
Branchville, NJ 07890

Selective Insurance Company of South Carolina
11711 North Meridian Street
Carmel, IN 46032

Selective Insurance Company of New York
1500 Liberty Bank Building
Buffalo, NY 14202

Selective Insurance Company of the Southeast
11711 North Meridian Street
Carmel, IN 46032

Administrative Offices of all Selective Insurance Companies are located at:
40 Wantage Avenue
Branchville, NJ 07890

MISC-1693 07 08

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- _____ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- _____ contain information on your marital status, driving records, etc.
- _____ include information on the loss history of your property.
- _____ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- _____ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.

DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- _____ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- _____ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- _____ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- _____ An insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- _____ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- _____ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- _____ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- _____ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

IMPORTANT NOTICE TO POLICYHOLDERS

IMPORTANT INFORMATION CONCERNING YOUR IDENTIFICATION CARD

Please note the following Important Insurance Information:

- (1) Financial security (insurance) shall be maintained without interruption during the entire registration period regardless of whether the vehicle is driven.
- (2) License plates must be surrendered before insurance is cancelled or suspended without exception. This is to be in compliance with NYS law. Surrendering license plates before cancellation of insurance will prevent communications from DMV based on cancellation that insurers are required by law to report to DMV.
- (3) Policyholders moving from NYS must coordinate the surrender of NYS license plates and cancellation of a NYS insurance policy with obtaining a new registration and insurance policy in another state. Again, this will prevent DMV communications based on cancellation reported by insurers.
- (4) Insurers must provide policyholders with at least two identical ID cards for each vehicle insured. ID cards represent that insurance is provided for the named insured and the described vehicle, as applicable, as of the effective date shown thereon.
- (5) Encrypted 2D bar codes on ID cards contain tamper proof security features that prevent ID card fraud. The bar code contains information about the policy, effective dates of coverage and issuance date, registrant name and address, vehicle description (as applicable) and the issuer of the ID card.
- (6) Some insurers and agents are using software that allows ID cards to be either e-mailed or faxed. Successful faxing requires equipment in good working order both sending and receiving. Faxed ID cards are only acceptable if the ID card contains a large faxable bar code that scans (is readable).
- (7) Policyholders should check to be sure that the name and the vehicle identification number (VIN) on all ID cards are identical to the name and VIN on all the registrations. Policyholders should immediately notify their agent and/or insurer of any discrepancies. Agents and/or insurers must issue corrected ID cards and change policy records accordingly.
- (8) Policyholders must keep one ID card in the vehicle at all times.
- (9) An ID card must, upon demand, be shown to a law enforcement officer, judge, hearing officer or any person with whom the insured or other driver may have had an accident. In the event of an accident, the insured or driver can also demand to see the other driver's ID card.

- (10) The failure to produce an ID card at the request of a law enforcement officer is presumptive evidence of uninsured operation for which the driver may be given a ticket. An ID card must be produced upon demand by any driver of a vehicle; not just the registrant.
- (11) If the second ID card is not currently required for registration purposes it should be kept in a safe place since it may be required to be submitted to DMV as proof of insurance in the future.
- (12) Upon loss of an ID card the insured shall contact the insurance company, agent or broker, not DMV.
- (13) An ID card is only as good as the policy that it represents. If for any reason the insurance policy is terminated, then the ID cards issued in conjunction with such policy are void. Any use of such invalid ID cards may be a violation of law.
- (14) Failure to maintain liability insurance coverage continuously throughout the registration period even if the vehicle is not in use may result in the suspension of the registration and driving privileges. Registrants if eligible may opt to pay a civil penalty for each day that a vehicle was registered and uninsured one time in a 3-year period if the lapse in coverage does not exceed 90 days. A thirty-day revocation may be imposed on for hire vehicles such as taxis, liveries, buses, rentals and so forth.
- (15) Driving without insurance, a valid registration or driver's license is subject to severe sanctions under the law. A driver may be arrested and incarcerated and the vehicle impounded. Such driver is subject to fines and surcharges in a court of law. In cases of uninsured operation DMV will impose mandatory revocation of registration and driver's license as well as a substantial civil penalty.
- (16) Fraudulent issuance or use of an ID card as proof of a non-existent policy is punishable as a misdemeanor under NYS law.

OPTIONAL COVERAGES AVAILABLE**SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE NOTICE****COVERAGE**

New York State law requires that you purchase Uninsured Motorists (UM) Insurance, with limits of \$25,000 per person, \$50,000 per accident. No other limits of liability may be provided for this coverage.

Uninsured Motorists coverage pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries.

As required by New York State Law, we now have available for you to purchase, Supplementary Uninsured Motorists Coverage (S.U.M.).

You should consider purchasing S.U.M. coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

- (1) may have no insurance whatsoever; or
- (2) even if insured, is only insured for third-party bodily injury at relatively low liability limits, in comparison to your own limits for Bodily Injury sustained by third-parties.

By purchasing S.U.M. coverage, which cannot be purchased in an amount exceeding the amount of the third party liability coverage purchased, you and any insured under the policy can:

- (1) be protected for bodily injury to yourselves, up to the limit of the S.U.M. coverage purchased; and
- (2) receive payment from your insurer for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the S.U.M. coverage shall be the policy's S.U.M. limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of any negligent party involved in the accident.

The law requires that we offer you SUM limits up to \$250,000 per person, \$500,000 per accident split limits, or \$500,000 per accident combined single limit provided that SUM limits do not exceed the limits of your bodily injury coverage.

The coverage you have purchased is shown on the Declarations Page.

DIFFERENCES BETWEEN:**STATUTORY UNINSURED MOTORISTS COVERAGE****AND****SUPPLEMENTARY UNINSURED MOTORISTS COVERAGE****Statutory Uninsured Motorist Coverage**

This coverage gives you, a family member who lives with you, and someone in a car you're operating, coverage for injuries that occur if you have a car accident with a negligent motorist who has NO insurance at all.

If someone is hurt by this type of motorist and doesn't die, your **Statutory Uninsured Motorists Coverage** can pay up to \$25,000 for each person injured, with \$50,000 maximum for each accident. And if someone dies, your **Statutory Uninsured Motorists Coverage** can pay up to \$50,000 for each person who dies, with \$100,000 maximum for each accident resulting in death to two or more people. These limits are the only limits you get under **Statutory Uninsured Motorists Coverage**.

Statutory Uninsured Motorists will pay for injuries or death only if the car accident happens in New York State.

Supplementary Uninsured Motorists Coverage (S.U.M. Coverage)

This coverage not only gives you in-state Statutory Uninsured Motorists Coverage, it also gives you out-of-state coverage for accidents with the negligent motorists who have NO insurance.

S.U.M. Coverage also protects you, a family member who lives with you, and someone in a car you're operating, if there's an accident with a car that does have bodily injury liability insurance, but its bodily injury liability insurance is less than the bodily injury insurance that you have on your own car. This kind of coverage is called "underinsured motorists coverage," and it's included in **S.U.M. Coverage**.

If you have an accident, your **S.U.M. Coverage** limit will be reduced by any liability insurance or bond payments made by the negligent motorist.

S.U.M. Coverage applies if you have an accident either in the State of New York OR out-of-state.

EXAMPLES OF HOW S.U.M. COVERAGE IS APPLICABLE

(1) EXAMPLE ONE:

Your Bodily Injury Damages	\$350,000
Your Liability Limit	\$500,000
Your S.U.M. Limit	\$250,000
Other Motor Vehicle's Liability Limit	\$ 25,000

RESULT: You recover \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the S.U.M. coverage, for a total recovery of \$250,000.

However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, you would collect \$250,000 in S.U.M. coverage from your insurer.

But, if the owner or operator of the other vehicle was NOT negligent, you would receive no S.U.M. payments.

(2) EXAMPLE 2:

Your Bodily Injury Damages	\$100,000
Your Liability Limit	\$ 25,000
Your S.U.M. Limit	\$ 25,000
Other Motor Vehicle's Liability Limit	\$ 25,000

RESULT: You recover \$25,000 from the negligent other motor vehicle owner or operator. But you would receive nothing under the S.U.M. coverage, which equals the Mandatory Uninsured Motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than your vehicle. If your liability and S.U.M. limits were both \$50,000, you would collect another \$25,000 in S.U.M. coverage from your insurer.

(3) EXAMPLE 3:

Your Bodily Injury Damages	\$ 60,000
Your Liability Limit	\$100,000
Your S.U.M. Limit	\$100,000
Other Motor Vehicle's Liability Limit	\$ 50,000

RESULT: You recover \$50,000 from the negligent other motor vehicle owner or operator and \$10,000 under S.U.M. coverage, which is the difference between the amount of your S.U.M. coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of your bodily injury damages.

(4) EXAMPLE 4:

Your Bodily Injury Damages	\$150,000
Your Liability Limit	\$100,000
Your S.U.M. Limit	\$100,000
Other Motor Vehicle's Liability Limit	\$ 25,000

RESULT: Suppose you and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then your total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. You would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the S.U.M. coverages.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, you would recover \$25,000 from the negligent other motor vehicle owner or operator and would receive \$100,000 in S.U.M. coverage from your insurer. Had you purchased liability and S.U.M. limits of \$150,000 or more, the S.U.M. recovery would then be \$125,000.

If you wish to purchase Supplemental Uninsured/Underinsured Motorists Coverage limits as explained above, please contact your agent.

AVAILABLE LIMITS OF S.U.M. COVERAGE

Split Limits	OR	Combined Single Limits
• \$25,000 per person / \$50,000 per person		• \$50,000 per accident
• \$50,000 per person / \$100,000 per accident		• \$100,000 per accident
• \$100,000 per person / \$300,000 per accident		• \$250,000 per accident
• \$250,000 per person / \$500,000 per accident		• \$350,000 per accident
• \$500,000 per person / \$1,000,000 per accident		• \$500,000 per accident
• \$1,000,000 per person / \$1,000,000 per accident		• \$1,000,000 per accident

OPTIONAL BASIC ECONOMIC LOSS (OBEL)

Dear Applicant,

A coverage known as Optional Basic Economic Loss (OBEL) coverage is available and is being offered to you as an enhancement of the Basic No-Fault Coverage you are presently required to purchase. But before we describe this coverage, we would like to advise you what benefits Basic No-Fault coverage does and does not provide.

No-Fault coverage, otherwise known as Personal Injury Protection or "PIP" coverage, pays for expenses incurred by persons injured in a motor vehicle accident. This coverage does not pay to repair damage to your automobile.

Basic No-Fault, which you are required by law to purchase, provides coverage of up to \$50,000 per person in benefits for:

- (1) all necessary doctor and hospital bills and other health service expenses, payable in accordance with fee schedules established or adopted by the New York State Insurance Department;
- (2) 80% of lost earnings up to a maximum monthly payment of \$2,000 for up to three years following the date of accident; and
- (3) up to \$25 per day for a period of one year from the date of the accident for other reasonable and necessary expenses the injured person may have incurred because of an injury resulting from the accident, such as the cost of hiring a housekeeper or necessary transportation expenses to and from a health service provider;
- (4) a \$2,000 death benefit, payable to the estate of a covered person, in addition to the \$50,000 coverage for economic loss described above.

No-Fault benefits will be reduced by other benefits that are payable under Workers Compensation, Social Security Disability, New York State Disability, and certain employer "wage continuation" plans where an employee does not lose any future sick leave benefits.

OPTIONAL COVERAGE AVAILABLE

In addition to Basic No-Fault Coverage, you may also purchase OBEL coverage that will pay certain expenses, up to \$25,000, above the Basic No-Fault limit of \$50,000. OBEL coverage is different from other coverages in that a claimant can select the kinds of benefits to be paid under OBEL.

If you purchase OBEL coverage and if it appears likely that a claimant will use up the Basic No-Fault coverage, your insurer will send the claimant a form for the claimant to choose what expenses the \$25,000 in OBEL coverage will be used to pay. Under No-Fault, a claimant could include you, family members, passengers in your car, or pedestrians, if injured in an auto accident.

The claimant will be able to choose one of the following four OBEL options and thereby direct the insurer to pay the expenses for:

- (1) Basic economic loss, whether health care expenses, loss of earnings from work, or other reasonable and necessary expenses;
- (2) Loss of earnings from work;
- (3) Psychiatric, physical or occupational therapy and rehabilitation; or
- (4) A combination of options (2) and (3).

The additional \$25,000 of OBEL coverage will be used only for costs incurred under the chosen option, which, once selected, the claimant cannot change.

If you wish to purchase this coverage or have any questions, please contact your agent.

ACCIDENT PREVENTION COURSE DISCOUNT

- A.** An accident prevention course is defined as:
1. Any driver improvement course that is approved by the Department of Motor Vehicles as being eligible for this credit. Internet courses do not qualify at the present time for the statutorily mandated accident prevention course discount per Section 2336 of the Insurance Law.
- B.** You may be eligible for a 10% premium reduction in your automobile liability, no-fault and collision insurance coverages if:
1. The risk is NOT subject to, nor is it eligible for experience rating nor any other commercial rating plan that reflects the individual characteristics of the risk; AND
 2. If all operators of all motor vehicles insured under the policy have completion certificates stating that they have successfully completed an accident prevention course as defined above, then the accident prevention course credit applies to ALL motor vehicles insured under the policy; OR
 3. If fewer than all operators of the motor vehicles insured under the policy have a completion certificate stating that they have successfully completed an accident prevention course as defined above, the accident prevention course credit applies to each motor vehicle insured under the policy for which:
 - a. There is a clearly defined principal operator(s); AND
 - b. That principal operator(s) presents to the insurer a completion certificate dated within the last 36 months certifying that he/she has successfully completed an accident prevention course as defined in **A.1.** above.

APPROVED COURSES OPEN TO THE PUBLIC FOR POINT/INSURANCE REDUCTION

AARP
780 3rd Avenue, 33rd Floor
New York, NY 10017
(866) 227-7442
www.aarp.org/drive

American Automobile Association, Inc.
AAA Driver Improvement Program
1415 Kellum Place
Garden City, NY 11530
(Contact local AAA Office)
www.AAA.com

American Safety, Inc.
115 E. 57th Street, 11th Floor
New York, NY 10022
(800) 800-7121
www.bigappletrafficschool.com

American Safety Council, Inc.
3415 State Route 11
Malone, NY 12953
(518) 483-7492
www.safemotorist.com

Driver Training Associates, Inc.
New York Office
433 Broadway, Suite 202
Saratoga Springs, NY 12866
(800) 243-2196
www.drivertrainingassociates.com

Empire Safety Council, Inc.
176 Terry Road
Smithtown, NY 11787
(800) 246-3603
www.safetycourses.com

I Drive Safely
2455 Central Park Avenue
Yonkers, NY 10710
(877) 374-8388
www.idrivesafely.com/New York

National Point and Insurance Reduction Course
304 Park Avenue So., 11th Floor
New York, NY 10010
(800) 660-8908
www.MyImprovNY.com

National Safety Council
200 Salina Meadows Parkway
Syracuse, New York 13212
(800) 962-3434
www.ddcnsnc.org/NY

National Traffic Safety Institute, Inc.
201 Edward Curry Avenue, Suite 206
Staten Island, NY 10314
(800) 733-6874
www.ntsinc.com

New York Safety Program, Inc.
8302 Fifth Avenue, 2nd Floor
Brooklyn, NY 11209-4707
(800) 942-6874
www.nysp.com

USA Training Company, Inc.
1 Commerce Plaza
99 Washington Avenue, Suite 400
Albany, NY 12210
(800) 746-7690
www.newyorkdefensivedriving.com

INTERNET COURSE AND OTHER ALTERNATIVE DELIVERY METHOD COURSE PROVIDERS

AARP
13805 West Road #22
Houston, TX 77041
(800) 350-7025
www.aarpdriversafety.org

American Safety, Inc.
115 E. 57 Street, 11th Floor
New York, NY 10022
(800) 800-7121
www.bigappletrafficschool.com

American Safety Council, Inc.
3415 State Route 11
Malone, NY 12953
(518) 483-7492
www.NewYorkSafetyCouncil.com

An Online Defensive Driving Course by Improv
304 Park Avenue So., 11th Floor
New York, NY 10010
(800) 660-8908
www.MyImprovNewYork.com

I DRIVE SAFELY
1767 Central Park Avenue
Suite 149
Yonkers, NY 10710
(877) 860-5275
www.idrivesafely.com/NY

National Traffic Safety Institute (NTSI)
201 Edward Curry Avenue, Suite 206
Staten Island, NY 10314
(800) 773-6874
www.ntsai.com

USA Training Company
295 Greenwich Street, Suite 350
New York, NY 10007
(800) 972-4659
www.NewYorkDefensiveDriving.com

For a current listing of Approved Course Providers, please see the Department of Motor Vehicle website at www.nysdmv.com/pirp

S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY COMMON DECLARATION

Named Insured and Address C&D LAFACE CONSTRUCTION INC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises.
Named Insured is: CORPORATION		Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK		
<div>Summit Special Contractor</div> <div>Schedule of Coverage</div> <div>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</div> <div><div>PREMIUM INCLUDES</div><div>NY FIRE FEE \$20.07 NY MOTOR VEH LAW ENFORCEMENT FEE \$120.00</div></div> <div><div>PREMIUM INCLUDES</div><div>TERRORISM COVERAGE \$1,525.00</div></div> <div>In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).</div>		
PAYMENT METHOD PGO - 12		Total Policy Premium \$86,082.07 (This premium may be subject to adjustment.)
Date Issued: DECEMBER 22, 2014 Issuing Office: NORTHEAST REGION		Authorized Representative

SCHEDULE OF LOCATIONS

Policy Effective Date: DECEMBER 25, 2014		Schedule Effective Date: DECEMBER 25, 2014	
Prem. No.	Location	Bldg. No.	Occupancy and Construction
1	817 BUTTERNUT ST 1-BOTTLE RETURN 1-INDS STORAGE SYRACUSE, NY 13208	1	RECYCLE/STORAGE JOIST MASN
2	819 BUTTERNUT ST SYRACUSE, NY 13208	1	STORAGE NON-COMBUS
3	3721 NEW COURT AVE SYRACUSE, NY 13206	1	OFFICE/STORAGE MAS NONCOM

Policy Number

S 2056307

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: DECEMBER 25, 2014

Schedule Effective Date DECEMBER 25, 2014

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMON COVERAGE PART:

IL 70 25 1189 COMMERCIAL POLICY COMMON DECLARATION
IL 70 36NY 0795 SCHEDULE OF LOCATIONS
IL 79 15NY 0109 IDENTITY RECOVERY COVERAGE

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL PROPERTY COVERAGE PART:

CP 70 26 1011 COMMERCIAL PROP DEC
CP 00 10 0607 BUILDING & PERSONAL PROPERTY COVERAGE FM
CP 00 30 0607 BUSINESS INCOME COVERAGE (W/EX EXP)
CP 00 90 0788 COMMERCIAL PROPERTY CONDITIONS
CP 01 33 0111 NEW YORK CHANGES
CP 01 64 0309 NY CHANGES-FUNGUS, WET ROT & DRY ROT
CP 01 78 0808 NY-EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30 0607 CAUSES OF LOSS-SPECIAL FORM
CP 10 32 0808 WATER EXCLUSION ENDORSEMENT
CP 15 32 0607 CIVIL AUTHORITY CHANGE(S)
CP 75 51NY 0511 SYSTEMS POWER PAC
CP 75 65NY 1008 ELITEPAC PROPERTY EXTENSION
CP 76 11 1011 GREENPAC ENHANCEMENT ENDORSEMENT
CP 76 13NY 0513 CRISIS RESPONSE COVERAGE
CP 76 23 1011 COMMERCIAL PROP MORTGAGE HOLDERS SCHED
CP 80 11 0406 SYSTEMS POWER PAC MULTIPLE DED. FORM
IL 00 17 1198 COMMON POLICY CONDITIONS
IL 01 83 0808 NEW YORK CHANGES-FRAUD
IL 02 68 0114 NY CHANGES-CANC & NONRENL
IL 04 15A 0498 PROTECTIVE SAFEGUARDS
IL 09 52 0308 CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 70 01 0188 ADDITIONAL NAMED INSURED ENDORSE
IL 89 53 1198 EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IL 89 55 0899 ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35 0690 COMMERCIAL LIABILITY COVG DECLARATION
CG 00 01 1207 CGL COV FORM (OCCURRENCE)
CG 01 04 1204 NY CHANGES - PREMIUM AUDIT
CG 01 63 0711 NY CHANGES COMML LIAB COVERAGE FORM
CG 03 00 0196 DEDUCTIBLE LIABILITY INSURANCE
CG 20 10 0704 ADDL INSD-CONTRACTORS SCHEDULED PERSON
CG 20 37 0704 ADDL INSURED OWNERS LESSEES CONTRACTORS
CG 21 47 1207 EMPLOYMENT-RELATED PRACTICES EXCL
CG 21 62 0998 EXCL-Y2K COMPUTER-RELATED W/EX PREMISES
CG 21 70 0108 CAP ON LOSSES FROM CERT ACTS OF TERROR
CG 21 86 1204 EXCL-EXT INSULATION AND FINISH SYSTEMS
CG 25 03A 0397 DESIGNATED CONST PROJECT(S) AGG LIMIT
CG 25 04A 0397 DESIGNATED LOCATION(S) GENERAL AGG LIMIT
CG 26 21 1091 NY CHANGES-TRANSFER OF DUTIES
CG 72 02 1211 ELITEPAC GENERAL LIABILITY EXTENSION
CG 72 40 1199 EXCLUSION - SNOW AND ICE REMOVAL
CG 79 21 1114 ADDL INSURED-OWNERS, LESSEES OR CONTRACT
CG 79 33 0610 LIMITED PROPERTY DAMAGE CCC EXT ENDT
CG 79 35NY 0312 PRODUCT RECALL EXPENSE COV ENDT
IL 00 17 1198 COMMON POLICY CONDITIONS
IL 00 23 0702 NUCLEAR ENERGY LIABILITY
IL 02 68 0114 NY CHANGES-CANC & NONRENL

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

Policy Number

S 2056307

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: DECEMBER 25, 2014

Schedule Effective Date DECEMBER 25, 2014

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

IL 70 01 0188 ADDITIONAL NAMED INSURED ENDORSE
IL 89 55 0899 ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
BUSINESS AUTOMOBILE COVERAGE PART:

CA 79 14 0195 NEW YORK BUS. AUTO COVERAGE DECLARATION
CA 79 15 1001 NEW YORK BUS. AUTO COVERAGE DECLARATION
CA 00 01 0306 BUSINESS AUTO POLICY
CA 01 12 0114 NY CHANGES IN BUSINESS AUTO
CA 02 25 0114 NY CHANGES CANCELLATION
CA 20 54 1001 EMPLOYEE HIRED AUTOS
CA 22 32 1113 NY MANDATORY PIP INJURY PROTECTION
CA 22 33 0111 NY ADDED PIP
CA 31 07 1013 NY SUPPLEMENTARY UNINSURED MOTORIST
CA 70 38 0790 PHYSICAL DAMAGE COVERAGE
CA 77 35NY 0312 ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION
CA 77 74 0706 LIMITED MOBILE EQUIPMENT COVERAGE
CA 80 06 1094 NY CANCELLATION AMENDATORY ENDORSEMENT
CA 99 03 0306 AUTO MEDICAL PAYMENTS COVERAGE
CA 99 44 1293 LOSS PAYABLE CLAUSE
IL 00 17 1198 COMMON POLICY CONDITIONS
IL 01 83 0808 NEW YORK CHANGES-FRAUD

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL INLAND MARINE COVERAGE PART:

CM 70 71 0794 COMMERCIAL INLAND MARINE DECLARATIONS
CM 70 96A 0792 CONTRACTORS EQUIPMENT COVERAGE
CM 71 06 0792 INSTALLATION FLOATER DECLARATIONS
CM 71 48A 0694 PROPERTY TOOLS COVERAGE
CM 00 01 0695 COMMERCIAL INLAND MARINE CONDITIONS
CM 70 97 0312 CONTRACTORS EQUIPMENT COVERAGE FORM
CM 70 99 1191 MISCELLANEOUS PROPERTY COVERAGE
CM 71 15 0312 CONTRACTORS EQUIPMENT LEASED/RENTED
CM 71 63NY 1114 INSTALLATION FLOATER COVERAGE FORM
CM 71 95 0109 CONTRACTORS EQUIP LOSS PAYEE SCHEDULE
CM 72 00 0112 LIBERALIZATION
IL 00 17 1198 COMMON POLICY CONDITIONS
IL 01 83 0808 NEW YORK CHANGES-FRAUD
IL 02 68 0114 NY CHANGES-CANC & NONRENL
IL 09 52 0308 CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 89 53 1198 EXCL OF CERTAIN COMPUTER-RELATED LOSSES

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 05A 0199 COMMERCIAL EXCESS/UMBRELLA DEC - NY
CXL 4 0403 COMMERCIAL UMBRELLA LIAB COVG
CXL 17 1099 ASBESTOS EXCLUSION
CXL 34 0403 EMPLOYEE BENEFITS LIAB EXCLUSION
CXL 49 0403 LAWYERS PROFESSIONAL LIABILITY EXCLUSION
CXL 83 0199 WORKERS COMPENSATION EXCLUSION(NY)
CXL 94 0199 DIRECTORS & OFFICERS LIAB EXCLUSION
CXL 119 0403 WATERCRAFT LIABILITY LIMITATION
CXL 132 0403 PERSONAL & ADVERTISING INJURY LIAB

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

Policy Number

S 2056307

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: DECEMBER 25, 2014

Schedule Effective Date DECEMBER 25, 2014

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CXL 152	0199	CONTRACTORS ENDORSEMENT
CXL 200	0403	NEW YORK STATE AMENDATORY ENDORSEMENT
CXL 201	0804	NY CHANGES - CANC AND NON RENEWAL
CXL 358	0403	EXCL Y2K COMPUTER-RELATED W/EX BI/PREMIS
CXL 362	0199	EXCL-EXT INSULATION AND FINISH SYSTEMS
CXL 376	0114	EXCLUSION - SNOW AND ICE REMOVAL
CXL 388	1207	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 413	0305	EXCLUSION-VIOLATION OF STATUTES
CXL 453	0413	EXCL-EMPLOYMENT PRACTICES LIABILITY
CXL 454	0413	EXCL-FIDUCIARY LIABILITY
CXL 456	1013	WAIVER TRANSFER RIGHTS RECOVERY-OTHERS
IL 00 17	1198	COMMON POLICY CONDITIONS

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

POLICY NUMBER: S 2056307

IL 04 15 04 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
1	1	P-9
2	1	P-9
3	1	P-9

Describe any "P-9":

1	1	PERIMETER LIGHTING
2	1	PERIMETER LIGHTING
3	1	PERIMETER LIGHTING

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to the:

Commercial Property Conditions

General Conditions in the Farm Property - Other
Farm Provisions Form - Additional Coverages,
Conditions, Definitions

General Conditions in the Mobile Agricultural
Machinery and Equipment Coverage Form

General Conditions in the Livestock Coverage
Form

PROTECTIVE SAFEGUARDS

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System,
including related supervisory
services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.

- b. When supplied from an automatic fire protective system:
 - (1) Non-automatic fire protective systems; and
 - (2) Hydrants, standpipes and outlets.
- "P-2" Automatic Fire Alarm, protecting the entire building, that is:
 - a. Connected to a central station; or
 - b. Reporting to a public or private fire alarm station.
- "P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.
- "P-4" Service Contract, with a privately owned fire department providing fire protection service to the described premises.
- "P-9" The protective system described in the Schedule.

- B. The following is added to the EXCLUSIONS section of:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
MORTGAGE HOLDERS' ERRORS AND OMIS-
SIONS COVERAGE FORM
STANDARD PROPERTY POLICY
CAUSES OF LOSS FORM - FARM PROPERTY
MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM
LIVESTOCK COVERAGE FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

ADDITIONAL NAMED INSURED ENDORSEMENT

POLICY NUMBER: S 2056307

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES

GENERAL LIABILITY AND PROPERTY, OWNER OF PROPERTY AT 3721
NEW COURT AVE SYRACUSE NY

The Named Insured shall include the additional person(s) or organization(s) identified below, but only with respect to the coverage afforded by the applicable coverage part shown above.

Additional Named Insureds:

NEW COURT STREET LLC
3721 NEW COURT AVE
SYRACUSE, NY 13206

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

IL 00 23 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

NEW YORK CHANGES — FRAUD

IL 01 83 08 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

NEW YORK CHANGES — CANCELLATION AND NONRENEWAL

IL 02 68 01 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the **Cancellation Common Policy Condition are replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.b.** below.
- (2)** 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1)** Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2)** Conviction of a crime arising out of acts increasing the hazard insured against;
- (3)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

- (4)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- (5)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6)** Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
- (7)** A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation Common Policy Condition:**

7. If one of the reasons for cancellation in Paragraph **A.2.b.** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or

- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

- d. If we violate any of the provisions of Paragraph **C.3.a.**, **b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice:

- (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;
- (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
 - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D.** The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
- 1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:
 - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
 - b. The policy insures:
 - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
 - (2) For loss of or damage to personal property other than farm personal property or business property; or
 - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
 - c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.
 - 2. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. Procedure And Reasons For Cancellation**
 - a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. But if this policy:
 - (1) Has been in effect for more than 60 days; or
 - (2) Is a renewal of a policy we issued;
 we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
 - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
 - (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
 - (a) Issued the policy; or
 - (b) Last voluntarily renewed the policy;
 - (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
 - (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of non-renewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.

- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders Condition** are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation of the insured's coverage; or
 - (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) 10 days after we give notice to the mortgageholder.

- G.** The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part

Employment-Related Practices Liability Coverage Part

Farm Liability Coverage Form

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- 1.** The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.
- 2.** The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IL 09 52 03 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

IDENTITY RECOVERY COVERAGE IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

IL 79 15NY 01 09

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This Endorsement applies to:

COMMERCIAL PROPERTY COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL OUTPUT POLICY COVERAGE PART

The following is added as an Additional Coverage. If this is being endorsed onto a multi-section form, it is added to the Property section:

IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.

2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others.
3. Loss other than "identity recovery expenses".
4. An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the period for which this coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
5. An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
6. An "identity theft" that is not reported in writing to the police.

LIMITS

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.

Expense Reimbursement coverage is subject to a limit of \$25,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item **d.** of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.

Item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$250 per day, not to exceed \$5,000 in total. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

CONDITIONS

The following additional conditions apply to this coverage:

A. Assistance and Claims

For assistance or to report a claim, the "identity recovery insured" should call us for:

1. Advice on how to respond to a possible "identity theft"; or
2. Instructions on how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

B. Computer Security

It is the responsibility of each "identity recovery insured" to use and maintain his or her computer system security, including personal firewalls, anti-virus software and proper disposal of used hard drives.

C. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
2. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **“Identity Recovery Expenses”** means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an “identity theft”:

- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft.”
- b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an “identity theft” or amend or rectify records as to your true name or identity as a result of an “identity theft.”
- c. Costs for up to 12 credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an “identity theft.”
- d. Fees and expenses for an attorney approved by us for:
 - (1) Defending any civil suit brought against an “identity recovery insured” by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an “identity theft”; and
 - (2) Removing any civil judgment wrongfully entered against an “identity recovery insured” as a result of the “identity theft.”
- e. Actual lost wages of the “identity recovery insured” for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
- f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the “identity recovery insured” during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured.”

3. **“Identity Recovery Insured”** means the following:

- a. When the entity insured under this policy is a sole proprietorship, the “identity recovery insured” is the individual person who is the sole proprietor of the insured entity.
- b. When the entity insured under this policy is a partnership, the “identity recovery insureds” are the current partners.
- c. When the entity insured under this policy is a corporation or other organization, the “identity recovery insureds” are all individuals having an ownership position of 20% or more of the insured entity. However, if there is no one who has such an ownership position, then the “identity recovery insured” shall be:
 - (1) As respects a for-profit corporation or other organization, the chief executive of the insured entity; or
 - (2) As respects a not-for-profit corporation or other organization, which is not a religious institution, the executive director of the insured entity or the chairperson of the insured entity’s board of directors.
 - (3) As respects a religious institution, the senior ministerial employee.

An “identity recovery insured” must always be an individual person. The entity insured under this policy is not an “identity recovery insured.”

4. **“Identity Theft”** means the fraudulent use of the social security number or other method of identifying an “identity recovery insured.” This includes fraudulently using the personal identity of an “identity recovery insured” to establish credit accounts, secure loans, enter into contracts or commit crimes.

“Identity theft” does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

IL 89 53 11 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SYSTEMS BREAKDOWN COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Equipment Breakdown Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy;
 - 2.** In an "accident" under the Systems Breakdown Coverage Part or the Systems Power Pac Endorsement; or
 - 3.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss — Special Form; or
 - b.** In a Covered Cause of Loss under the Causes of Loss — Basic Form or the Causes of Loss — Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, "accident", or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
CAUSES OF LOSS — BASIC FORM
CAUSES OF LOSS — BROAD FORM
CAUSES OF LOSS — SPECIAL FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. structures or manufacturing processes containing "asbestos";
 - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
 - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

Previous Policy Number
S 2056307Policy Number
S 2056307**COMMERCIAL PROPERTY COVERAGE DECLARATION****Policy Effective Date:** DECEMBER 25, 2014**Coverage Effective Date:** DECEMBER 25, 2014**Insurance is provided only for those coverages for which a specific limit is shown in the following coverage****Coverage — Scheduled Locations**

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard
1	1	BUILDING	\$433,564	SPECIAL	90%	\$500	REPL. COS	
1	1	BUSN PERS PROP	\$5,207	SPECIAL	90%	\$500	REPL. COS	
2	1	BUILDING	\$160,462	SPECIAL	90%	\$500	REPL. COS	
2	1	BUSN PERS PROP	\$10,414	SPECIAL	90%	\$500	REPL. COS	
3	1	BUILDING	\$380,326	SPECIAL	90%	\$500	REPL. COS	
3	1	BUSN PERS PROP	\$52,071	SPECIAL	90%	\$500	REPL. COS	

Coverage — Blanket Locations

Prem. No.	Bldg. No.	Coverage	Rating Value	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard	Blanket ID
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Business Income

Prem. No.	Bldg. No.	Coverage Type	Limit of Insurance	Waiting Period (hrs)	Coins	Monthly Limit of Indemnity	Max Period of Indemnity	Extended Period of Indemnity	Blanket ID
1	1	BINC EXTRA EXPENS	\$10,000	72	100%				
3	1	BINC EXTRA EXPENS	\$100,000	72	90%				

Blanket Coverage

Blanket ID #	Blanket Group	Total Blanket Limit
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Extra Expense

Prem. No.	Bldg. No.	Limit	Monthly Limitation	Prem. No.	Bldg. No.	Limit	Monthly Limitation
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Forms and Endorsements:

Premium Amount

\$4,054.07

(This premium may be subject to adjustment)

Refer to “**Commercial Policy Forms and Endorsement Schedule**”

Previous Policy Number

S 2056307

Policy Number

S 2056307

COMMERCIAL PROPERTY MORTGAGE HOLDERS SCHEDULE**Policy Effective Date:** DECEMBER 25, 2014**Schedule Effective Date:** DECEMBER 25, 2014

Prem. No.	Bldg. No.	Mortgage Holder Name and Address
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POLICY NUMBER: s 2056307

COMMERCIAL PROPERTY
CP 15 32 06 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Schedule Part A Coverage Period (Number Of Days)	Schedule Part B Radius (Number Of Miles)
ALL	ALL		5 MILES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Coverage Period

Under the Additional Coverage — Civil Authority, the four-week coverage period is replaced by the number of days indicated in Part **A** of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part **A** of the Schedule, the four-week coverage period continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

B. Radius

The Additional Coverage — Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. Such one-mile radius is replaced by the number of miles indicated in Part **B** of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part **B** of the Schedule, the one-mile radius continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

- C.** The coverage provided under this endorsement does not increase the applicable Limit of Insurance.

GREENPAC® ENHANCEMENT ENDORSEMENT

POLICY NUMBER: S 2056307

COMMERICAL PROPERTY
CP 76 11 10 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE

GREEN PROPERTY - INCREASED COSTS	\$25,000	Any One Loss Occurrence
	\$25,000	Any One Policy Period
GREEN SOFT COSTS	\$25,000	Any One Loss Occurrence
	\$25,000	Any One Policy Period

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Coverage provided by this endorsement applies when there has been direct physical loss or damage to covered property listed in the Declarations or Supplemental Declarations from a covered cause of loss.

A. GREEN PROPERTY — INCREASED COSTS

The following is added under Additional Coverages in the Building and Business Personal Property, Condominium Association and Condominium Commercial Unit-Owners Coverage Forms:

1. Building — Increased Cost

- a. We will pay the reasonable increased costs to repair or replace the damaged or destroyed portion or parts of the building with "green" property meeting the standards of a "green standards organization" provided it performs the same or similar function and is otherwise of like kind and quality.
- b. We will pay the reasonable increased costs to employ methods and processes of construction and debris recycling consistent with those of a "green standards organization" in the repair and replacement of the damaged or destroyed building. Any payments you receive for the recycled debris shall be deducted from the amount of the loss.

- c. We will not pay under this Additional Coverage:
 - i. Until the property is actually repaired or replaced, at the same, or another, premises; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the next two years.
- d. This Additional Coverage does not apply to:
 - i. Buildings insured on other than a Replacement Cost basis; or
 - ii. Vacant buildings in accordance with the meaning of Vacancy in E.6. under **LOSS CONDITIONS**.

2. Tenant Improvements and Betterments — Increased Cost

- a. We will pay the reasonable increased costs to repair or replace the damaged or destroyed portion of your use interest as tenant in improvements and betterments with "green" property that meets the standards of a "green standards organization" provided it performs the same or similar function and is otherwise of like kind and quality.
- b. We will pay the reasonable increased costs to employ methods and processes of construction and debris recycling consistent with those of a "green standards organization" in the repair and replacement of the your use interest in damaged or destroyed tenant improvements and betterments. Any payments you receive for the recycled debris shall be deducted from the amount of the loss.
- c. We will not pay under this Additional Coverage:
 - i. Until the property is actually repaired or replaced, at the same, or another, premises; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the next two years.
- d. This Additional Coverage does not apply to tenant improvements and betterments at locations:
 - i. Insured on other than a Replacement Cost Basis; or
 - ii. In Vacant Buildings in accordance with the meaning of Vacancy **LOSS CONDITIONS**.

3. Business Personal Property (other than Tenant Improvements and Betterments) — Increased Cost

- a. We will pay reasonable increased costs to replace or repair lost or damaged business personal property other than your use interest in tenant improvements and betterments with "green" property that meets the standards of a "green standards organization" provided it performs the same or similar function and it is otherwise of like kind and quality.

- b. We will pay the reasonable increased costs to employ methods and processes of construction and debris recycling consistent with those of a "green standards organization" in the repair and replacement of the damaged or destroyed business personal property. Any payments you receive for the recycled debris shall be deducted from the amount of the loss.
- c. We will not pay under this Additional Coverage:
 - i. Until the property is actually repaired or replaced, at the same, or another, premises; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the next two years.
- d. This Additional Coverage does not apply to:
 - i. "Stock";
 - ii. Personal Property Of Others; or
 - iii. Business personal property insured on other than a replacement cost basis.

4. Limits of Insurance

- A. Subject to the provisions in Paragraphs **A.1.** through **3.** above, the most we will pay for loss or damage in any one occurrence is the lesser of:
 - (1) The limit of insurance in the Schedule applicable to this endorsement;
 - (2) With respect to buildings (**A.1.** above) and tenant improvements and betterments (**A.2.** above):
 - i. The additional cost for replacement of lost or damaged property with "green" property and the recycling of debris consistent with "basic green standards" of a "green standards organization"; or
 - ii. The additional cost for replacement of lost or damaged property with "green" property or the recycling of debris consistent with the same standards level of the "green standards organization" if the building or commercial interior has already met that higher level. This applies whether the building or commercial interior was certified at the time of the loss or not;

(3) With respect to Business Personal Property Other than Tenant Improvements and Betterments (**A.3.** above), the additional cost for replacement of lost or damaged property with “green” property and the recycling of debris consistent with “basic green standards” of a “green standards organization”; or

(4) Up to 15% of the amount that would have been paid had this endorsement not been included with the policy;

B. Subject to the provisions of Paragraph **A.** above in this Section:

(1) The limit in any one loss occurrence for Green Property Increased Cost is the most we will pay under this endorsement regardless of the number of covered buildings or locations;

(2) The limit in any one policy period for Green Property Increased Cost is the most we will pay for all covered losses under this endorsement in any one policy period regardless of the number of covered buildings, locations or losses.

(3) The limits of insurance provided by Green Property — Increased Cost are in addition to the Limits of Insurance shown in the declarations.

B. GREEN SOFT COSTS

The following is added under Additional Coverages in the Building and Business Personal Property, Condominium Association and Condominium Commercial Unit-Owners Coverage Forms:

The coverages listed in this **SECTION B.** apply following total loss or damage to buildings or tenant improvements and betterments. However, if the buildings or tenant improvements and betterments were previously constructed in accordance with the standards of a “green standards organization”, the coverages in **SECTION B.** apply to all losses.

1. LEED Accredited Green Design Professionals

We will pay reasonable additional costs for the fees of architects or engineers granted LEED accreditation by the United States Green Building Council.

2. Recertification or Certification

a. If the building or commercial interior was certified by a “green standards organization” prior to the loss, we will pay the additional reasonable and necessary fees for recertification with the same “green standards organization” for the same level of certification that existed prior to the loss.

b. If the building or commercial interior was not certified by a “green standards organization” prior to the loss, we will pay the reasonable and necessary costs to certify it for “basic green standards” level.

3. Testing of Building Systems

We will pay the necessary and reasonable expenses to test building systems and building equipment to determine whether or not they are functioning in accordance with the planned specifications.

We will not pay expenses to test production equipment used in your business.

4. Ventilation

We will pay for the reasonable and necessary costs you incur to flush out or ventilate the air in the repaired, replacement or reconstructed building or commercial interior in accordance with the applicable standards of the “green standards organization”.

5. Limit of Insurance

a. Subject to the provisions in Paragraphs **A.1.** through **4.** above, the most we will pay for Green Soft Costs is the limit of insurance in the Schedule applicable to Green Soft Costs.

b. The limit in any one loss occurrence is the most we will pay under this endorsement for Green Soft Costs regardless of the number of covered buildings or locations.

c. The limit in any one policy period is the most we will pay under this endorsement for Green Soft Costs in any one policy period regardless of the number of covered buildings, locations or losses.

d. The limit of insurance provided by Green Soft Costs is in addition to the Limits of Insurance shown in the declarations.

C. GREEN INCREASED PERIOD OF RESTORATION

The following is added under Additional Coverages in the Business Income (and Extra Expense) Coverage Form and the Business Income (without Extra Expense) Coverage Form, or the Extra Expense Coverage Form.

1. The "period of restoration" is extended to include the increased period of time required to repair, replace or reconstruct lost or damaged building, improvements and betterments or business personal property using products, materials, design and construction methods covered by the provisions in **SECTION A.** of this endorsement.
2. This coverage applies for up to 30 days beyond the "period of restoration" that would have otherwise occurred.
3. Coverage included in this Section is included in and does not increase the limit or limits of insurance applicable to Business Income and/or Extra Expense shown in the Declarations.

D. EXCESS ORDINANCE OR LAW COVERAGE

1. The coverage provided by this endorsement shall apply in excess of any coverage provided in this policy elsewhere for Ordinance or Law covering the repair, replacement or reconstruction of property to the standards of a "green standards organization" or for other environmentally friendly or sustainable design features mandated by the applicable building code.
2. The coverage provided in this **SECTION D.** applies to the Increased Cost of Construction part of Ordinance or Law Coverage. It does not apply to any costs to demolish property or for loss to undamaged property.
3. The coverage provided in this **SECTION D.** does not apply to additional costs for use of "green" construction materials or construction methods or processes or payment of professionals fees or other expenses covered under **SECTION C.** broader in scope than that provided in **SECTIONS A.** or **B.** of this endorsement.
4. The coverage provided in this **SECTION D.** does not apply to any costs due to an Ordinance or Law that you were required but failed to comply with before the loss.

E. ADDITIONAL EXCLUSIONS

1. The coverages provided by this endorsement do not apply to the following:
 - a. Newly acquired property;
 - b. Property at locations not specified; or
 - c. Property at unnamed locations.

2. The coverages provided by this endorsement do not apply to any increased loss payment:

- a. To clean up or remove "pollutants";
- b. To clean up, remove, restore or replace property because of the presence of "fungus", wet or dry rot or bacteria; or
- c. Attributable to any standards you did not comply with before the loss.

Paragraph **2.b.** does not apply in New York.

F. Definitions

The following definitions are added:

1. "Green" means: building materials, components, products, equipment; and construction and design methods and technologies which reduce environmental impact through conservation of energy, water and other natural resources. This includes creation of less toxic and cleaner buildings and surrounding environments.
2. "Green Standards Organization" means a recognized authority on "green" including:
 - a. The United States Green Building Council (USGBC) with its Leadership in Energy and Environmental Development (LEED® grading system);
 - b. The Green Building Initiative with its Green Globes® assessment and rating system;
 - c. The United States Department of Energy and Environmental Protection Agency's "Energy Star®" requirements; and
 - d. Other building site use and development, water saving, energy efficiency, materials, equipment, appliances or other environmental quality designed and maintained standards.
2. "Basic Green Standards" means the first level or least rigorous level of the grading or evaluation systems applied to a building, structure, or commercial interior by a "green standards organization".

G. Amended Condition — Coinsurance

The Coinsurance condition does not apply to the coverage provided in this endorsement.

CRISIS RESPONSE COVERAGE

POLICY NUMBER: S 2056307

COMMERCIAL PROPERTY
CP 76 13NY 05 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

CRISIS INCIDENT BUSINESS INCOME (AND EXTRA EXPENSE)	\$25,000	Any One Crisis Incident At Any One Covered Location
	\$25,000	All Crisis Incidents At Any One Covered Location In Any One Policy Period
CRISIS INCIDENT COUNSELING EXPENSE	\$10,000	Any One Crisis Incident At Any One Covered Location
	\$10,000	All Crisis Incidents At Any One Covered Location In Any One Policy Period

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. CRISIS INCIDENT BUSINESS INCOME (AND EXTRA EXPENSE)**1. Crisis Incident Business Income**

- a. We will pay for the actual loss of "crisis incident business income" you sustain due to the necessary "suspension" of your "operations" during the "crisis incident period of restoration". The "suspension" must be caused by a "covered crisis incident" at a "covered location". Coverage applies to loss sustained at the "covered location" where the "covered crisis incident" occurred.
- b. If the necessary "suspension" of your "operations" caused by or resulting from the "covered crisis incident" produces a "crisis incident business income" loss payable under this policy, we will pay for the actual loss of business income you sustain during the policy period that:

- (1) Begins on the date "operations" are resumed or tenability of the covered location is returned to its pre-loss level; and

(2) Ends on the earlier of:

- (a) The date you could restore your "operations" with reasonable speed, to the level that would generate business income comparable to the level that would have existed had no "covered crisis incident" occurred; or
- (b) The date you could have restored the covered premises with reasonable speed to a level that would have generated the rental income that would have existed if the "covered crisis incident" had not occurred; or
- (c) Thirty (30) consecutive days after the date determined in (2)(a) above.
- c. Coverage will begin after a twenty-four (24) hour Waiting Period and end the earlier of the date your "operations" is restored to its pre-loss condition; or sixty (60) consecutive days after the "covered crisis incident".

2. Crisis Incident Extra Expense

- a. We will pay "Crisis Incident Extra Expense" (other than the expense to repair or replace property) you incur during the "crisis incident period of restoration" caused by or resulting from a "covered crisis incident" to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the "covered location" or at replacement or temporary location, including relocation expenses and costs to equip and operate the replacement location or temporary location; or
- (2) Minimize the "suspension" of business if you cannot continue "operations".

Coverage applies to expenses incurred at the "covered location" where the "covered crisis incident" occurred.

b. This coverage will end the earlier of:

- (1) The date your "operations" is restored to a condition similar to that which would have existed had there been no "covered crisis incident"; or
- (2) Sixty (60) consecutive days after the "covered crisis incident".

c. We will not pay for the following under "Crisis Incident Extra Expense":

- (1) The base salary of employees responsible for public relations or communications functions for you;
- (2) Retainers or other on-going contracted fees from a Public Relations or Communications Organization in effect at the time of the "covered crisis incident";
- (3) Ransom payments; or
- (4) Fines or penalties.

d. No deductible applies to "Crisis Incident Extra Expense"

e. **Limits for Crisis Incident Business Income (And Extra Expense)**

The most we will pay for loss:

- (1) In any one "covered crisis incident" at any one "covered location"; and
- (2). In any one policy year for All Crisis Incidents at any one "covered location",

is the applicable Limit of insurance in the Schedule.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss sustained during the policy period. With respect to an incident which begins in one policy period and continues or results in additional loss in subsequent policy period(s), all loss is deemed to be sustained in the policy period in which it occurs.

B. OFF-PREMISES CRISIS INCIDENT EXTRA EXPENSE

1. We will pay "Off-Premises Crisis Incident Extra Expense" you incur because of "covered crisis incidents" away from the "covered location" for up to sixty (60) consecutive days after the "covered crisis incident".
2. The most we will pay for "Off-Premises Crisis Incident Extra Expense" in any one policy year is \$15,000, regardless of the number of "covered crisis incidents" or "covered locations". This limit is in addition to the Limits of Insurance shown the in the Schedule of this endorsement.
3. We will not pay for the following under "Off-Premises Crisis Incident Expense":
 - a. The base salary of your employees responsible for public relations or communications functions;
 - b. Retainers or other on-going contracted fees from a Public Relations or Communications Organization in effect at the time of the "Covered Crisis Incident";
 - c. Ransom payments; or
 - d. Fines or penalties.
4. No deductible applies to "Off-Premises Crisis Incident Extra Expense".

C. CRISIS INCIDENT COUNSELING EXPENSE

1. We will pay reasonable and necessary expenses incurred by you for group crisis counseling services you provide following a "covered crisis incident" at a "covered location". Coverage applies to expenses incurred at the "covered location" where the "covered crisis incident" occurred. Expense payments apply for up to sixty (60) days from the date the "covered crisis incident" occurs. We will not pay for expenses occurring after this sixty (60) day period, even if they are related to other expenses which began during the sixty (60) coverage period.

2. Crisis Incident Counseling Expense does not apply to loss caused by or resulting from food contamination shutdown.
3. Coverage does not apply to individuals who participated in or were responsible for the "covered crisis incident."
4. The most we will pay under Crisis Incident Counseling Expense:
 - a. In any one "covered crisis incident" at any one "covered location" is the Crisis Incident Counseling Expense Any One Crisis Incident At Any One Covered Location limit in the Schedule; and
 - b. For all expenses for "covered crisis incidents" in any one policy period is the Crisis Incident Counseling Expense All Crisis Incidents Any One Policy Period limit in the Schedule.
5. No deductible applies to this coverage.

D. CONDITIONS

1. The Other Insurance Condition is replaced by the following:
 - a. Other Insurance
 - (1) If the loss is also covered elsewhere under this policy or in a separate policy, we will pay only for the amount of the loss in excess of the amount due from the other insurance, whether collectible or not.
 - (2) If the other insurance coverage has a higher deductible, we will pay for the difference between the deductible applicable to the coverage in this endorsement and the deductible applicable to the other coverage.
 - (3) With respect to Crisis Incident Counseling Expense, other insurance includes insurance coverage or non-insurance services from an Employee Assistance Plan or similar service for mental health counseling or crisis intervention for your employees.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

- a. If we and you disagree on the amount of the Net Income and operating expense or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within twenty (20) days of such demand.
- b. If we or you fail to proceed with the appraisal of the covered loss after a written demand is made by either party, then either party may apply to a court having jurisdiction for an order directing the party that failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within twenty (20) days of such order.
- c. The two appraisers will select an umpire. If they cannot agree within fifteen (15) days upon such umpire, either may request the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense amount of loss. If they fail to agree, they will submit the difference to the umpire. A decision agreed to by any two will be binding.
- d. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

In the event of a "covered crisis incident" you must:

- a. Notify law enforcement if a law may have been broken.
- b. Notify us as soon as practicable that a "covered crisis incident" has taken place or that another incident or incidents possibly leading to a "covered crisis incident" or "covered crisis incidents" has or have taken place.

- c. Notice given by or on your behalf or written notice by or on behalf of any claimant to any of our agents in the state of New York, which adequately identifies you, will be the same as notice to us.
 - d. Upon our request, submit written notification if the initial notification was made verbally.
 - e. Include the following in the notice:
 - (1) The how, when and where of the "covered crisis incident";
 - (2) Names, addresses and other pertinent information pertaining to injured persons or witnesses; and
 - (3) The nature and location of injuries and damages arising out of the "covered crisis incident".
 - f. Notify us as soon as practicable if you intend to provide crisis counseling services.
 - g. Take all reasonable steps to protect the "covered location" from further loss or damage and the individuals from further injury. These steps will not increase the limits of insurance, but will be included for consideration in the settlement of the claim.
 - h. As often as may be reasonably required, permit us to inspect the property to prove the injury, damage or loss and to examine your books and records.
 - i. Send us a signed, sworn proof of loss containing the information we request to investigate the claims within sixty (60) days of our request. We will supply you with the necessary forms.
 - j. Cooperate with us in the investigation or settlement of the claim.
 - k. If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
3. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

F. LOSS DETERMINATION

1. The amount of Crisis Incident Business Income loss will be determined based on:
 - a. The Net Income of the business before the "covered crisis incident" occurred;
 - b. The likely Net Income of the business if no "covered crisis incident" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered crisis incident" on customers or on other businesses;
 - c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the "covered crisis incident"; and
 - d. Other relevant sources of information, including:
 - (1) Your financial records and accounting procedures;
 - (2) Bills, invoices and other vouchers; and
 - (3) Deeds, liens or contracts.
2. The amount of Crisis Incident Extra Expense will be determined based on:
 - a. All expenses, including "crisis incident communications expenses", that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if the "covered crisis incident" had not occurred.

We will deduct from the total of such expenses:

- (1) The salvage value that remains of any property bought for temporary use during the "crisis incident period of restoration", once "operations" are resumed; and
 - (2) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- b. Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

3. Resumption Of Operations

We will reduce the amount of your:

- a. Crisis Incident Business Income Loss, other than Crisis Incident Extra Expense, to the extent you can resume your normal "operations", in whole or in part at the described premises or elsewhere.
 - b. Crisis Incident Extra Expense loss to the extent you can return "operations" to normal and discontinue such Crisis Incident Extra Expense.
4. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

G. DEFINITIONS

1. "Communicable disease" means bacterial micro organism transmitted through human contact to food.
2. "Covered crisis incident" means.

- a. Violent Act.

A physical act or attempted act done with malice and intent to cause injury or death to person or persons.

This excludes acts committed, threatened or attempted by you, or any of your partners, directors, officers or trustees.

- b. The following threatened, attempted or committed acts:

- (1) Abduction or kidnapping. The wrongful and illegal seizure of a person. This does not apply to abduction or kidnapping of the person by a parent, spouse, other relative, boyfriend, girlfriend or life partner.

- (2) Stalking of employees or customers;

- (3) Sexual assault; or

- (4) Use of a firearm.

This excludes acts committed, threatened or attempted by you, or any of your partners, directors, managers (if you are a limited liability company), officers or trustees.

- c. Food Contamination Shutdown or the shutdown of a business or location by the Board of Health or other governmental body because of the discovery of, or suspicion of, "food contamination".

3. "Covered location" means any location or premises you own or occupy, including the area within 1,000 feet of the building at which these are located, where building or business personal property is insured under this policy. However, a location or premises with more than one building or business personal property in more than one building is considered one "covered location" with respect to the coverages provided by this endorsement, even if the distance between buildings is less than 1,000 feet.

4. "Crisis Incident Business Income" means the:

- a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, this includes the net sales value of production.

For all risks, this includes "rental value".

5. "Crisis Incident Communication Expense" means:

- a. Reasonable and necessary expenses for the services of a Public Relations or Other Crisis Communications Firm to guide, advise or assist you in internal and external crisis communications; and
- b. Reasonable and necessary expenses incurred by your own Communications Department beyond those of its normal communications activities for you to guide, advise or assist you in internal and external crisis communications.

6. "Crisis Incident Extra Expense" means necessary expenses, including "Crisis Incident Communication Expense" you incur during the "crisis incident period of restoration" that you would not have incurred if there had been no loss at your "covered premises" resulting from a "covered crisis incident".

7. "Crisis incident period of restoration" means the period that begins after the Waiting Period Deductible and ends on the earlier of:
 - a. The date when business is resumed or the "covered location" can be reoccupied by a tenant; or
 - b. Sixty (60) consecutive days after the "covered crisis incident" occurred.
8. "Food contamination" means the occurrence of food poisoning, or suspected food poisoning, of one or more of your patrons resulting from tainted food purchased by you or "communicable disease" transmitted by one or more of your employees.
9. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the "covered location", if you receive rental income from the "covered location".
10. "Off-Premises Crisis Incident Extra Expense" means necessary extra expense such as the additional cost of lodging, food, transportation and "Crisis Incident Communication Expense" you incur as a result of a "covered crisis incident" away from a "covered location".
11. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the "covered location" is rendered untenable, if you receive rental income from the "covered location".

SYSTEMS POWER PAC DEDUCTIBLE

POLICY NUMBER: S 2056307

COMMERCIAL PROPERTY
CP 80 11 04 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SYSTEMS POWER PAC

The following is added to Systems Power Pac:

SCHEDULE

The Deductibles applicable to any one "accident" are shown below:

Prem. No.	Bldg. No.	Deductible(s)
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Unless otherwise shown in the Schedule above, the deductible(s) will be:

COMBINED COVG FOLLOWS PROPERTY DEDUCTIBLE

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

COMMERCIAL PROPERTY
CP 00 10 06 07

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.**, Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property

located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property — Separation Of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
 - (2) Required by local ordinance.
- No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss — Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the “specified causes of loss” as defined in that form, and Collapse as set forth in that form.
- (b) If the Causes Of Loss — Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss — Special Form applies, coverage under this Extension is limited to the “specified causes of loss” as defined in that form, and Collapse as set forth in that form.

(3) If the Causes Of Loss — Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

(4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Building #1:	\$ 60,000
Limit of Insurance - Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100
- 250
\$ 59,850 Loss Payable - Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	

Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	

Loss Payable - Building #1:	\$ 60,000
(Limit of Insurance)	

Loss Payable - Building #2:	\$ 80,000
(Limit of Insurance)	

Total amount of loss payable:	\$ 140,000
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E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
- (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
- (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.
- We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
 - c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
 - d. We will not pay you more than your financial interest in the Covered Property.
 - e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
 - f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
 - g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
- (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
- (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
 - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When:	The value of the property is:	\$250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	\$250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When: The value of the property is:

Building at Location #1: \$ 75,000

Building at Location #2: \$100,000

Personal Property at Location #2: \$ 75,000
\$250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is: \$180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location #2: \$ 30,000

Personal Property at Location #2: \$ 20,000
\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \times \$225,000 = .80$

Step (3): $\$50,000 \times 80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$100,000

The annual percentage increase is: 8%

The number of days since the beginning of the policy year (or last policy change) is: 146

The amount of increase is:
 $\$100,000 \times .08 \times 146 \times 365 =$ \$3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1)**, **(2)** or **(3)**, subject to **f.** below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

COMMERCIAL PROPERTY
CP 00 30 06 07

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.**, Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Limitation — Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage - Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.

- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage - Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extra Expense; or
- 4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (7) Cooperate with us in the investigation or settlement of the claim.

- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

- b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

(1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

(2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;

Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and

Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight - outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

EXAMPLE #1 (UNDERINSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000

The Coinsurance percentage is: 50%

The Limit of Insurance is: \$150,000

The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \times \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000

The Coinsurance percentage is: 50%

The Limit of Insurance is: \$200,000

The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

EXAMPLE

When: The Limit of Insurance is: \$120,000

The fraction shown in the Declarations for this Optional Coverage is: 1/4

The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
($\$120,000 \times 1/4 = \$30,000$)

If, in this example, the actual amount of loss is:

Days 1-30:	\$ 40,000
Days 31-60:	\$ 20,000
Days 61-90:	\$ <u>30,000</u>
	\$ 90,000

We will pay:

Days 1-30:	\$ 30,000
Days 31-60:	\$ 20,000
Days 61-90:	\$ <u>30,000</u>
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
- (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and
 - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
 - (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
- (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy;
- whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
- (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
- (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

EXAMPLE

When:	The Limit of Insurance is:	\$100,000
	The Agreed Value is:	\$200,000
	The amount of loss is:	\$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 30 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.
 "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.
 "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.
2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
 caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

- (1)** The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2)** The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1)** Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2)** Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 4. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. "Rental Value" means Business Income that consists of:

- a.** Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
- b.** Continuing normal operating expenses incurred in connection with that premises, including:
 - (1)** Payroll; and
 - (2)** The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

6. "Suspension" means:

- a.** The slowdown or cessation of your business activities; or
- b.** That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY CONDITIONS**COMMERCIAL PROPERTY**

This "Coverage Part is subject to the following conditions the Common policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning

1. This Coverage Part;
2. The Covered property;
3. Your interest in the Covered property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPER

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGE

If two or more of this policy's coverages apply to the same loss or damage we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the Coverage under this Coverage Part without addi-

tional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization other than you having custody of Covered property will benefit from this insurance

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this "Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada

COMMERCIAL PROPERTY

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.

2. After a loss to your Covered Property or Covered income only if, at time of loss, that party is one of the following:

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

This will not restrict your insurance.

NEW YORK CHANGESCOMMERCIAL PROPERTY
CP 01 33 01 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** If this policy covers the interest of the owner of any of the following types of buildings or structures:

1. Residential (except 1 or 2 family buildings or structures);
2. Commercial; or
3. Industrial;

the following provision is added:

Before payment to you for loss or damage to the above buildings or structures caused by or resulting from fire, we will:

- (1) Deduct from your payment the claim of any tax district that issues a certificate of lien in accordance with the Insurance Law; and
- (2) Pay directly to the tax district the amount of the claim.

When we pay that claim, we will have no obligation to pay the amount of that claim to you. Our payment of that claim within 30 days of our receipt of the certificate of lien will be a conclusive presumption that the claim was valid and properly paid.

- B.** The following is added with respect to any Condition of this Coverage Part which requires you to notify us of loss or to notify us of an accident, claim or "suit":

1. Notice given by or on your behalf; or
2. Written notice by or on behalf of any claimant;

to any of our agents in New York State, which adequately identifies you, will be the same as notice to us.

C. Legal Action Against Us

1. The Legal Action Against Us Loss Condition in the Legal Liability Coverage Form is replaced by the following:

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

2. Paragraph **b.** of Additional Condition **H.5. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

- b. No person or organization has a right under Coverages **C** and **D**:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- (2) To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

- D.** The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

Examination Of Your Books And Records

1. Except as provided in **2.** below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
2. We will conduct an audit to determine the final premium due or to be refunded, for coverage for which an advance or deposit premium was paid based on estimated exposure. But the audit may be waived if:

- a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or
- b. The policy requires notification to the insurer with the specific identification of any additional exposure units (e.g., buildings) for which coverage is requested.

If the audit is not waived, it must be completed within 180 days after:

- a. The expiration date of the policy; or
- b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year.

E. The following sentence is deleted from Paragraph A. in the Legal Liability Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages.

The following sentence is added to Paragraph A. in the Legal Liability Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.

F. The following sentence is deleted from Paragraph A.3. in the Mortgageholders Errors And Omissions Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages.

The following is added to Paragraph A.3. in the Mortgageholders Errors And Omissions Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.

G. The following Condition is added to Paragraph D. of the Legal Liability Coverage Form and Paragraph H. of the Mortgageholders Errors And Omissions Coverage Form:

Transfer Of Duties When A Limit Of Insurance Is Used Up

- 1. If we conclude that, based on claims or "suits" which have been reported to us and to which this insurance may apply, a Limit of Insurance is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- 2. When the Limit of Insurance has actually been used up in the payment of judgments or settlements:
 - a. We will notify the first Named Insured, in writing, as soon as practicable, that:

- (1) Such a limit has actually been used up; and
- (2) Our duty to defend "suits" seeking damages subject to that limit has also ended.

- b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- c. The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b. above.

The duty of the first Named Insured to reimburse us will begin on:

- a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1. above; or
- b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.

4. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

- H. Except as provided in I. below, the Appraisal Condition is replaced by the following:

Appraisal

1. If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand.
2. If we or you fail to proceed with the appraisal of the covered loss after a written demand is made by either party, then either party may apply to a court having jurisdiction for an order directing the party that failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such order.
3. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.
4. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- I. The Appraisal Condition in:

1. Business Income (And Extra Expense) Coverage Form **CP 00 30**; and
2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**;

is replaced by the following:

Appraisal

1. If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand.

2. If we or you fail to proceed with the appraisal of the covered loss after a written demand is made by either party, then either party may apply to a court having jurisdiction for an order directing the party that failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such order.
3. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.
4. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- J. The following provision is added to the **Commercial Property Coverage Part**:

Estimation Of Claims

Upon request, we will furnish you or your representative with a written estimate of damages to real property specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty days after your request or its preparation, whichever is later.

- K. The following provision is added to the **Legal Liability Coverage Form** and supersedes any provision to the contrary:

Failure to give prompt notice to us, as required under this Coverage Form, shall not invalidate any claim made by you or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by you or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

NEW YORK CHANGES — FUNGUS, WET ROT AND DRY ROT

COMMERCIAL PROPERTY
CP 01 64 03 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** In the Causes Of Loss — Basic Form, Causes Of Loss — Broad Form, Causes Of Loss — Special Form, and Mortgageholders Errors And Omissions Coverage Form, the exclusion titled “Fungus”, Wet Rot, Dry Rot And Bacteria and the Additional Coverage — Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria are deleted. Under these forms, the following exclusion is added:

We will not pay for loss or damage caused by or resulting from “fungus”, wet rot or dry rot. However, this exclusion does not apply when “fungus”, wet rot or dry rot results from a Covered Cause of Loss.

- B.** In the Building And Personal Property Coverage Form and the Condominium Association Coverage Form, under the Additional Coverage — Increased Cost Of Construction, Paragraph **A.4.e.(5)** is replaced by the following:

Under this Additional Coverage, we will not pay for:

1. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants”; or
2. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

- C.** Paragraph **C.** of Ordinance Or Law Coverage Endorsement **CP 04 05** is replaced by the following:

We will not pay under Coverage **A**, **B** or **C** of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants”; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

- D.** Paragraph **A.** of Ordinance Or Law — Increased Period Of Restoration Endorsement **CP 15 31** is replaced by the following:

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of “suspension” of “operations” caused by or resulting from the enforcement of any ordinance or law that:

1. Regulates the construction or repair of any property;
2. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
3. Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

1. The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants”; or
2. Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

- E.** Paragraph **E.3.** of Functional Building Valuation Endorsement **CP 04 38** is replaced by the following:

We will not pay under this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants”; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

NEW YORK — EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

COMMERCIAL PROPERTY
CP 01 78 08 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part.

- C.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

CAUSES OF LOSS — SPECIAL FORM

COMMERCIAL PROPERTY
CP 10 30 06 07

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
 2. Limited in Section **C.**, Limitations;
- that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage — Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1)** Electrical or electronic wire, device, appliance, system or network; or
- (2)** Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a)** Electrical current, including arcing;
- (b)** Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c)** Pulse of electromagnetic energy; or
- (d)** Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.**
 - (1)** Wear and tear;
 - (2)** Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3)** Smog;
 - (4)** Settling, cracking, shrinking or expansion;
 - (5)** Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
 - (6)** Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a)** Dampness or dryness of atmosphere;
- (b)** Changes in or extremes of temperature; or
- (c)** Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1)** You do your best to maintain heat in the building or structure; or
 - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1)** Acting alone or in collusion with others; or

- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage — Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The “specified causes of loss”;
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of “pollutants” unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the “specified causes of loss”. But if the discharge, dispersal, seepage, migration, release or escape of “pollutants” results in a “specified cause of loss”, we will pay for the loss or damage caused by that “specified cause of loss”.

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

- a. **Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**

We will not pay for:

(1) Any loss caused by or resulting from:

- (a)** Damage or destruction of “finished stock”; or
- (b)** The time required to reproduce “finished stock”.

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

- (a)** Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- (b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the “suspension” of “operations”, we will cover such loss that affects your Business Income during the “period of restoration” and any extension of the “period of restoration” in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (4)** Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the “period of restoration”.
- (5)** Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1)** Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2)** We will not pay for any loss caused by:
 - (a)** Your cancelling the lease;

- (b)** The suspension, lapse or cancellation of any license; or
- (c)** Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a)** Paragraph **B.1.a.**, Ordinance Or Law;
- (b)** Paragraph **B.1.c.**, Governmental Action;
- (c)** Paragraph **B.1.d.**, Nuclear Hazard;
- (d)** Paragraph **B.1.e.**, Utility Services; and
- (e)** Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or “suit”, or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i)** Your assumption of liability was executed prior to the accident; and
- (ii)** The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or “suit”, or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
 - b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c.** \$2,500 for patterns, dies, molds and forms.
 - d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a.** Results in discharge of any substance from an automatic fire protection system; or
 - b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage — Collapse

The coverage provided under this Additional Coverage — Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage — Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the “specified causes of loss”;
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.
3. This **Additional Coverage — Collapse** does **not** apply to:
- a.** A building or any part of a building that is in danger of falling down or caving in;
 - b.** A part of a building that is standing, even if it has separated from another part of the building; or
 - c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b.** Awnings, gutters and downspouts;
 - c.** Yard fixtures;

- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

(1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and

(2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage — Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage — Collapse will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage — Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage — Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

- a. A “specified cause of loss” other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

2. We will pay for loss or damage by “fungus”, wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by “fungus”, wet or dry rot or bacteria, including the cost of removal of the “fungus”, wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the “fungus”, wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that “fungus”, wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of “specified causes of loss” (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in “fungus”, wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the “fungus”, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage — Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

WATER EXCLUSION ENDORSEMENT

COMMERCIAL PROPERTY
CP 10 32 08 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or

5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

SYSTEMS POWER PACCOMMERCIAL PROPERTY
CP 75 51NY 05 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SECTION — I

The following is added as an Additional Coverage to the Causes of Loss — Basic Form, Broad Form or Special Form.

A. ADDITIONAL COVERAGE — EQUIPMENT BREAKDOWN.

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident". These coverages do not provide additional amounts of insurance.

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$250,000 unless otherwise shown in a Schedule.

b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.c.(1)(b)** below.

As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000 unless otherwise shown in a Schedule.

c. Spoilage**(1) We will pay:**

- (a)** For physical damage to “perishable goods” due to spoilage;
- (b)** For physical damage to “perishable goods” due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c)** Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- (2)** If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “accident,” less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$250,000 unless otherwise shown in a Schedule or the Spoilage Limit endorsement.

d. Service Interruption

- (1)** Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an “accident” to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord’s utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, propane gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of “covered equipment” except that it is not Covered Property.

- (2)** Unless otherwise shown in a Schedule, we will not pay for any loss of Business Income you sustain that results from the interruption of utility services during the first 24 hours following the “accident.” However, if a deductible is shown in the Systems Power Pac Deductible Endorsement as provided for in **SECTION — II, Paragraph A.**, or if the “period of restoration” begins more than 24 hours after the time of the direct physical damage for Business Income, then that deductible or time period will apply instead of the 24 hours provided for in this paragraph.

- (3)** The most we will pay in any “one accident” for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a Schedule for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

e. Business Income and Extra Expense

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a Business Income deductible is shown in the Systems Power Pac Deductible Endorsement as provided for in **SECTION — II, Paragraph A.**, then as respects Equipment Breakdown coverage, the “period of restoration” will begin immediately after the “accident,” and the deductible shown in the Deductible Endorsement will apply.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Schedule.

f. Animals

We will pay for the loss of or damage to animals owned by others and boarded by you, or if owned by you, only as “stock” while inside of the building and then only if they are killed or their destruction is made necessary.

The most we will pay for loss under this coverage is \$250,000 unless otherwise shown in a Schedule.

B. EXCLUSIONS

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

1. The following exclusions are modified:

- a. If the **Causes of Loss — Basic Form** or **Causes of Loss — Broad Form** applies, the following is added to Exclusion **B.2.:**

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if an “accident” results, we will pay for the resulting loss, damage or expense.

- b. The following is added to Exclusion **B.1.g.:**

However, if electrical “covered equipment” requires drying out because of Water as described in **g.(1)** through **g.(3)** above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- c. If the **Causes of Loss — Special Form** applies, respects this endorsement only, the last paragraph of Exclusion **B.2.d.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in an “accident,” we will pay for the loss, damage or expense caused by that “accident.”

2. The following exclusions are added:

- a. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

(1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or

(2) Any of the following:

- (a) Defect, programming error, programming limitation, computer virus, malicious code, loss of “data,” loss of access, loss of use, loss of functionality or other condition within or involving “data” or “media” of any kind; or

- (b) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an “accident” results, we will pay for the resulting loss, damage or expense caused by that “accident.”

3. With respect to Service Interruption coverage, we will also not pay for an “accident” caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in **A.1.c.** above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

4. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

5. We will not pay under this endorsement for any loss or damage to animals, except as provided under **A.2.f. Animals.**

C. DEFINITIONS

The following are added to **G. DEFINITIONS:**

1. “**Boilers and vessels**” means:

- a. Any boiler, including attached steam, condensate and feedwater piping; and
- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

2. “**Covered equipment**”

- a. “**Covered equipment**” means unless otherwise specified in a Schedule, Covered Property:

(1) That generates, transmits or utilizes energy; or

(2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

b. None of the following is “covered equipment”:

- (1) Structure, foundation, cabinet, compartment or air supported structure or building;
- (2) Insulating or refractory material;
- (3) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;
- (4) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (5) “Vehicle” or any equipment mounted on a “vehicle”;
- (6) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (7) Dragline, excavation or construction equipment;
- (8) Equipment manufactured by you for sale; or
- (9) Electronic data processing equipment, unless used to operate or control “covered equipment.” Electronic Data Processing Equipment includes programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment.

3. “**Data**” means information or instructions stored in digital code capable of being processed by machinery.

4. “**Hazardous substance**” means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

5. “**Media**” means material on which “data” is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

6. “**One accident**” means: If an initial “accident” causes other “accidents,” all will be considered “one accident.” All “accidents” that are the result of the same event will be considered “one accident.”

7. “**Perishable goods**” means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

8. “**Production machinery**” means any machine or apparatus that processes or produces a product intended for eventual sale. However, “production machinery” does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

9. “**Vehicle**” means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. “Vehicle” includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, fork-lift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a “vehicle.”

SECTION — II

The Building and Personal Property Coverage Form is amended as follows.

The definitions stated above also apply to Section II. of this endorsement.

A. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown on the Systems Power Pac Deductible Endorsement. If a separate Equipment Breakdown deductible is shown, the following applies:

Only as regards Equipment Breakdown Coverage, provision **D. DEDUCTIBLE** is deleted and replaced with the following:

1. Deductibles for Each Coverage

- a. Unless the Deductible Endorsement indicates that your deductible is combined for all coverages, multiple deductibles may apply to any “one accident.”
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.

- c. If deductibles vary by type of “covered equipment” and more than one type of “covered equipment” is involved in any “one accident,” only the highest deductible for each coverage will apply.

2. Direct and Indirect Coverages

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Deductible Endorsement.
- b. Unless more specifically indicated in the Deductible Endorsement:
 - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

3. Application of Deductibles

a. Dollar Deductibles

We will not pay for loss, damage or expense resulting from any “one accident” until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

b. Time Deductible

If a time deductible is shown in the Deductible Endorsement, we will not be liable for any loss occurring during the specified number of hours or days immediately following the “accident.” If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no “accident” occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the “accident” or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the “period of restoration.”

The number indicated in the Deductible Endorsement will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

d. Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

B. CONDITIONS

The Building and Personal Property Coverage Form and the Common Policy Conditions are amended as follows:

1. Suspension

Whenever “covered equipment” is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an “accident” to that “covered equipment.” This can be done by mailing or delivering a written notice of suspension to:

- a. Your last known address; or
- b. The address where the “covered equipment” is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that “covered equipment.” If we suspend your insurance, you will get a pro rata refund of premium for that “covered equipment” for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

2. Jurisdictional Inspections

If any property that is “covered equipment” under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

3. Environmental, Safety and Efficiency Improvements

If “covered equipment” requires replacement due to an “accident,” we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

The most we will pay for loss, damage or expense under this endorsement arising from any “one accident” is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

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COMMERCIAL PROPERTY
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SUMMARY OF COVERAGE AND INDEX

This is a summary of the various coverages and causes of loss provided by this form. No coverage is provided by this summary. Only the provisions of Sections I, II and III determine the scope of your insurance protection.

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Accounts Receivable	\$25,000	3
Airborne/Waterborne Personal Property Coverage	Included	17
Arson, Theft and Vandalism Reimbursement (Not Applicable in New York)	\$7,500	3
Auto Physical Damage Business Income	\$25,000	19
Brands and Labels	\$25,000	4
Broadened Water - Direct Damage	\$100,000 or Limit of Insurance, Whichever is Less	4
Broadened Water - Business Income	\$100,000	20
Business Income From Dependent Properties	\$100,000	20
Business Personal Property Seasonal Increase	50% plants - 10% other	18
Change of Temperature and Humidity	Included	19
Claim Data Expense	\$25,000	4
Computers and Media	\$50,000	4
Consequential Loss to "Stock"	Included	18
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Fabricator's/Manufacturer's Selling Price Valuation	Included	18
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Fire Department Service Charge	\$5,000	17
Fire Extinguisher Recharge Expense	\$5,000	13
Forgery or Alteration	\$25,000	10
Foundations Coverage	Included	17
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Description		Page
Marring and Scratching	Included	19
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Money, Securities and Stamps (inside/outside)	\$5,000	13
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Tenant's Building Glass Liability	Included	17
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COMMERCIAL PROPERTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM
BUSINESS INCOME COVERAGE FORM

The insurance provided by this coverage form is primary as respects any other insurance provided by this company except, if the insured has specifically scheduled or described the property under another form then that more specific coverage form shall be primary as respects the insurance provided by this coverage form. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, then the broadest coverage will apply except, if the property is specifically scheduled or described under another coverage form then the valuation provisions of that more specific coverage form will apply.

SECTION I

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

COVERAGE EXTENSIONS

The **Coverage Extensions** found under the section titled **COVERAGE** are replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

Coverage Extensions Deductible:

- (1) Unless otherwise stated in this Endorsement, Coverage Extensions are subject to the Deductible shown in the Commercial Property Coverage Declarations, or \$500, whichever is less.
- (2) If Flood, Earthquake, Earthquake Sprinkler Leakage and/or Difference In Conditions Coverage is provided, the deductible shown in the specific coverage declaration applies.

Each of these Extensions is additional insurance unless otherwise indicated. The **Additional Condition, Coinsurance**, does not apply to these Extensions.

Accounts Receivable

- (1) You may extend the insurance provided by this Coverage Form to cover loss at the described premises for:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and

- (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

- (2) If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss, we will pay for loss while they are:

- (a) At a safe place away from your described premises.
- (b) Being taken to and returned from that place.

The most we will pay for loss under this Extension is \$25,000.

No deductible is applicable to this Extension.

Arson, Vandalism and Theft Reimbursement

(This provision does not apply in New York.)

We will reimburse you for any reward you give to any person or persons other than you, your officers, your partners, your employees, or public police or fire officials, for information leading to a conviction in connection with:

- (1) A fire loss to the described premises caused by arson;
- (2) An actual or attempted theft of money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The most we will reimburse you for rewards given under this provision is \$7,500, or the amount of the claim for the loss described above, whichever is less, per loss. This is the most we will pay regardless of the number of persons who provided information.

No deductible is applicable to this provision.

Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, but retains a salvage value, you may, at your expense:

- (1) Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

We will pay for any reduction in value of the salvage merchandise resulting from either of these two actions.

The most we will pay for loss or damage under this Extension is \$25,000.

Broadened Water - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for direct loss or damage caused by:

- (1) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment; or
- (2) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, wall, floors or paved surface.

The most we will pay for loss or damage to Covered Property under this coverage extension is \$100,000 or the limit of insurance shown in the declaration, whichever is less.

Claim Data Expense

You may extend the insurance provided by this Coverage Form to apply to the expense you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals, and preparing other documentation to show the extent of loss.

The most we will pay for preparation of claim data under this Extension is \$25,000. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in the Loss Condition Appraisal.

Computers and Media

You may extend the insurance that applies to Your Business Personal Property to apply to direct loss or damage to computer "equipment" and replaceable "media" that you own, lease, rent, or for which you are otherwise legally responsible.

- (1) "Equipment" means a network of machine components that accepts information, processes it according to a plan and produces a desired result. This includes programmable electronic devices that can store, retrieve, and process data and associated peripheral devices that provide communication, including input and output functions such as printing, or auxiliary functions such as data transmission.

- (2) "Media" means the material on which data is recorded, such as magnetic tapes, disk packs, floppy disks, drums, paper tapes, cards, and programs. This includes the data stored on the media.

This Extension applies to property located anywhere in the Coverage Territory.

The most we will pay for loss or damage under this Extension is \$50,000.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

Covered Property in the Open

You may extend the insurance provided by this Coverage Form to apply to Covered Property located in the open (or in a vehicle) within 1,000 feet of the described premises.

Credit Card Slips

You may extend the insurance provided by this Coverage Form to apply to amounts you are unable to collect due to loss of or damage to credit card slips while located at the described premises as a result of a Covered Cause of Loss.

It is your responsibility to establish the amount of the loss under this Extension. If it is not possible, the amount of the loss will be determined as follows:

- (1) If you have been in business for more than twelve months at the location of the loss, one-thirtieth (1/30) of the average monthly amount of credit card slips will be considered as average daily credit card slips for that location. The twelve months immediately preceding the discovery of the loss will be used to determine the average monthly amount.
- (2) If you have been in business for less than twelve months at the location of the loss, the average daily credit card slips shall be one-thirtieth (1/30) of the average monthly amount of credit card slips for the number of months you have been in business at that location.
- (3) The average daily credit card slips will be multiplied by the number of days for which slips are lost to determine the amount of the loss, subject to the maximum limit indicated below.

The most we will pay as a result of loss or damage to credit card slips under this Extension is \$5,000.

No deductible is applicable to this Extension.

Deferred Payments

You may extend the insurance provided by this Coverage Form to protect your interest in lost or damaged personal property sold by you under a conditional sale or trust agreement or any installment or deferred payment plan after delivery to buyers.

When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay for loss or damage under this Extension is \$25,000.

Employee Theft (Including Employee Benefit Plans)

1. "We" pay up to \$25,000 in any one "occurrence" for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons. "Theft" shall also include forgery.
2. This Supplemental Coverage does not cover loss resulting from:
 - a. Acts committed by "you", "your" partners or "members", whether acting alone or in collusions with other persons.
 - b. Acts of "employees" learned of by "you", "your" partners, "members", "managers", officers, directors or trustees not in collusion with the "employee", prior to the policy period shown in the Declarations.
 - c. The unauthorized disclosure of "your" confidential information including, but not limited to patents, trade secrets, processing methods or customer lists.
 - d. The unauthorized use or disclosure of confidential information of another person or entity which is held by "you" including but not limited to financial information, personal information, credit card information or similar non-public information.
 - e. Indirect loss as a result of an "occurrence" including but not limited to loss resulting from:
 - (1) "Your" inability to realize income that "you" would have realized had there been no loss of or damage to "money", "securities", or "other property".
 - (2) Payment of damages of any type for which "you" are legally liable. But, "we" pay compensatory damages arising directly from a loss covered under this supplementary coverage.
 - (3) Payment of costs, fees or other expenses "you" incur in establishing either the existence or the amount of loss under this supplementary coverage.

- f. Fees, costs and expenses incurred by "you" which are related to any legal action.
 - g. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
 - h. Trading, whether in "your" name or in a genuine or fictitious account.
 - i. The fraudulent or dishonest signing, issuing, canceling or failing to cancel a warehouse receipt or any papers connected with it.
3. Employee Benefit Plans
 - a. The "employee benefit plans" shown in the "schedule of coverages" (hereinafter referred to as Plan) are included as insureds under this Supplemental Coverage.
 - b. If any Plan is insured jointly with any other entity under this insurance, "you" or the Plan Administrator must select a "Limit" that is sufficient to provide a "Limit" for each Plan that is at least equal to that required if each Plan were separately insured.
 - c. With respect to loss sustained or "discovered" by any such Plan, "we" will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
 - d. If the first Named Insured is an entity other than a Plan, any payment "we" make for loss sustained by any Plan will be made to the Plan sustaining the loss.
 - e. If two or more Plans are insured under this Supplemental Coverage, any payment "we" make for loss:
 - (1) Sustained by two or more Plans; or
 - (2) Of commingled "funds" or "other property" of two or more Plans;
 Resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the "Limit" required for each Plan bears to the total "Limit" of all Plans sustaining loss.
 - f. The Deductible Amount applicable to this Supplemental Coverage does not apply to loss sustained by any Plan.

4. As respects this Supplemental Coverage, "occurrence" means:

- a. An individual act;
- b. The combined total of all separate acts whether or not related; or
- c. A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations.

5. Duties in the Event of Loss

After "you" "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" "you" must:

- a. Notify "us" as soon as possible.
- b. Submit to examination under oath at "our" request and give "us" a signed statement of your answers.
- c. Produce for "our" examination all pertinent records.
- d. Give "us" a detailed, sworn proof of loss within 120 days.
- e. Cooperate with "us" in the investigation and settlement of any claim.

6. Limits of Insurance under this Supplemental Coverage

The most "we" pay for all loss resulting directly from an "occurrence" is the applicable "Limit" shown in the "schedule of coverages".

If any loss is covered under more than one Insuring Agreement or Coverage, the most "we" pay for such loss shall not exceed the largest "Limit" available under any one of those Insuring Agreements or Coverages.

7. Extended Period to Discover Loss

"We" pay for loss that "you" sustained prior to the effective date of cancellation of this supplemental coverage, which is "discovered" by "you":

- a. No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by "you", whether from "us" or another insurer, replacing in whole or in part the coverage afforded under this supplemental coverage, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

8. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If "you" "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period(s) of any prior cancelled insurance that "we" or any affiliate issued to "you" or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, "we" will first settle the amount of loss that "you" sustained during this Policy Period. "We" will then settle the remaining amount of loss that "you" sustained during the Policy Period(s) of the prior insurance.

b. Loss Sustained Entirely During Prior Insurance

If "you" "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that "we" or any affiliate issued to "you" or any predecessor in interest, "we" pay for the loss, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

"We" will first settle the amount of loss that "you" sustained during the most recent prior insurance. "We" will then settle any remaining amount of loss that "you" sustained during the Policy Period(s) of any other prior insurance.

c. In settling loss subject to this Condition:

- (1) The most "we" pay for the entire loss is the highest single "Limit" applicable during the period of loss, whether such "limit" was written under this insurance or was written under the prior insurance issued by "us".

- (2) “We” apply the applicable Deductible Amount shown in the “schedule of coverages” to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, “we” will apply the Deductible Amount shown in the “schedule of coverages” to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, “we” will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

“We” will not apply any other Deductible Amount that may have been applicable to the loss.

- d. The following examples demonstrate how we will settle losses subject to this condition 8. under this Supplemental Coverage for Employee Theft:

EXAMPLE NO. 1:

“You” sustained a covered loss of \$10,000 resulting directly from an “occurrence” taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a “Limit” of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy A. Written at a “Limit” of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500.

The highest single “Limit” applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A. (\$2,500) is settled first. The amount “we” pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most “we” pay for this loss is \$5,000.

EXAMPLE NO. 2:

“You” sustained a covered loss of \$250,000 resulting directly from an “occurrence” taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a “Limit” of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy A. Written at a “Limit” of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B is \$75,000.

The highest single “Limit” applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$175,000) is settled first. The amount “we” pay is the Policy A “Limit” of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount “we” pay is \$25,000 (i.e., \$150,000 Policy B “limit” - \$125,000 paid under Policy A = \$25,000).

The most “we” pay for this loss is \$150,000.

EXAMPLE NO. 3:

“You” sustained a covered loss of \$2,000,000 resulting directly from an “occurrence” taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a “Limit” of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy A. Written at a “Limit” of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy B. Written at a “Limit” of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy C. Written at a "Limit" of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B is \$250,000, under Policy C is \$600,000 and under Policy D is \$800,000.

The highest single "Limit" applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$350,000) is settled first. The amount "we" pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy B (\$250,000) is settled next. The amount "we" pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy C (\$600,000) is settled next. The amount "we" pay is \$500,000, the policy "limit" (no deductible is applied).
4. "We" will not make any further payment under Policy D as the maximum amount payable under the highest single "Limit" applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most "we" pay for this loss is \$1,000,000.

9. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- a. If "you" "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, "we" pay for the loss under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation of the prior insurance; and
 - (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

- b. In settling loss subject to this condition in Paragraph 9.:

- (1) The most "we" pay for the entire loss is the lesser of the "Limits" applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (2) "We" apply the applicable Deductible Amount shown in the "schedule of coverages" to the amount of loss sustained under the prior cancelled insurance.

- c. The insurance provided under this Paragraph 9. condition is subject to the following:

- (1) If loss covered under this condition is also partially covered under the condition set out in Paragraph 8., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under the condition in Paragraph 8.
- (2) For loss covered under this Paragraph 9. condition that is not subject to Paragraph 9.c.(1), the amount recoverable under this condition is part of, not in addition to, the "Limit" applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (a) This insurance as of its effective date; or
 - (b) The prior cancelled insurance had it remained in effect.

10. Legal Action Against Us

"You" may not bring any legal action against us involving loss under this Supplemental Coverage:

- (1) Unless "you" have complied with all the terms of this insurance;
- (2) Until 90 days after "you" have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date "you" "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Employee Theft (Including Employee Benefit Plans)**COVERAGES DEFINITIONS**

1. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

2. "Employee":

- a. "Employee" means:

- (1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or
- (b) To meet seasonal or short-term work load conditions;

While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

- (4) Any natural person who is:

- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
- (b) A director or trustee of "yours" while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing service for you;

- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or

- (8) Any of your "managers", directors or trustees while:

- (a) Performing acts within the scope of the usual duties of an "employee"; or
- (b) Acting as a member of any committee duly elected or appointed by resolutions of your board of director or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **3.a**.

3. "Employee benefit plan" means any welfare or pension benefit plan shown in the "schedule of coverages" that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
4. "Funds" means "money" and "securities".
5. "Manager" means a person serving in a directorial capacity for a limited liability company.
6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

7. "Messenger" means you, or a relative of "yours", or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
8. "Money" means currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
9. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other Property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
10. "Premises" means the interior of that portions of any building you occupy in conducting your business.
11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".
12. "Theft" means the unlawful taking of property to the deprivation of the insured.

Extension for Forgery or Alteration

1. We will pay for loss resulting directly from "forgery" or "alteration" of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - (a) Made or drawn by or drawn upon you; or
 - (b) Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.

For the purposes of this insuring agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

2. If you are sued for refusing to pay any instrument covered in Paragraph 1., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.
The most we will pay for loss or damage under this Extension is \$25,000 in any one "occurrence."

3. Exclusions. This Extension does not cover:

- a. **Acts Committed By You, Your Partners Or Your Members**

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

- b. **Acts Of Employees Learned Of By You Prior To The Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

- c. **Acts Of Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

- d. **Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.

- e. **Legal and Other Fees, Costs and Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Paragraph 2. of this extension and expenses incurred in establishing the existence or amount of loss.

- f. **Incomplete Instruments**

Unauthorized addition of words or numbers or other changes to an incomplete instrument.

4. Conditions**a. Extended Period to Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Extension, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

b. Deductible

Any deductible amount does not apply to legal expenses paid under Paragraph 2. of this Extension.

c. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures. An electronic code or password is not a signature.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days. You must include with your proof of loss any instrument involved with that loss, or if that is not possible, an affidavit setting forth the amount and cause of loss.
- (5) Cooperate with us in the investigation and settlement of any claim.

The most we will pay for loss or damage under this Extension is \$25,000 in any one "occurrence."

Forgery or Alteration Coverage Definitions

- (a) "Covered Instrument" means checks, drafts, promissory notes or similar written promises, orders or directions to pay a certain sum of "money."
- (b) "Money" means currency, coins and bank notes in current use and having a face value and travelers checks, register checks and money orders held for sale to the public.
- (c) "Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
- (d) "Employee" means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
- (8) Any of your "managers", directors or trustees while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

"Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph a.

- (e) "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (f) "Alteration" means an unauthorized change in an instrument that purports to modify in any respect the obligation of the insured.

Extra Expense

You may extend the insurance provided by this Coverage Form to apply to the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

- (1) We will pay any Extra Expense to avoid or minimize the "suspension" of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) We will pay any Extra Expense to minimize the "suspension" of business if you cannot continue "operations".
- (3) We will pay any Extra Expense to:
 - (a) Repair or replace any property; or
 - (b) Research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- (4) "Operations" means:
 - (a) Your business activities occurring at the described premises; and
 - (b) The tenantability of the described premises.
- (5) "Period of Restoration" means the period of time that:
 - (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (b) Ends on the earlier of:
 - (i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (ii) The date when business is resumed at a new permanent location.
- (6) "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
 - (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- (7) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (8) "Rental Value" means the:
- (a) Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - (b) Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - (c) Fair rental value of any portion of the described premises which is occupied by you.
- (9) "Suspension" means:
- (a) The slowdown or cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

The most we will pay under this Extension is \$50,000.

No deductible is applicable to this Extension.

Fine Arts

You may extend the insurance provided by this Coverage Form to apply to paintings, etchings, pictures, tapestries, and any other bona fide works of art with rarity or historical value caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$25,000.

Fire Extinguisher Recharge Expense

You may extend the insurance provided by this Coverage Form to apply to the cost to recharge your fire extinguishers discharged as a result of a Covered Cause of Loss.

The most we will pay for loss under this Extension is \$5,000.

Each loss for fire extinguisher recharge expense covered by this Extension is subject to a \$50 deductible.

Installation Property

You may extend the insurance provided by this Coverage Form to apply to "installation property:"

- (1) While at a "job site";
- (2) While at any temporary storage location you do not own, lease or operate; or
- (3) While in transit.

The most we will pay for loss or damage under this Extension is \$25,000.

Each loss covered by this Extension is subject to a \$250 deductible.

Lock Replacement Coverage

You may extend the insurance provided by this Coverage Form to apply to Replacement of Locks necessitated by the theft of keys to your premises.

The most we will pay for loss under this Extension is \$1,000.

Each loss for lock replacement covered by this Extension is subject to a \$50 deductible.

Mobile Equipment

You may extend the insurance provided by this Coverage Form to apply to your mobile equipment such as fork lifts, lawn mowers and landscape maintenance equipment, electric carts, tractors and similar mobile equipment, including mobile equipment which you rent.

This Extension applies to mobile equipment located anywhere in the Coverage Territory.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The most we will pay for loss or damage under this Extension is \$25,000.

Money, Securities and Stamps

You may extend the insurance provided by this Coverage Form to apply to loss or damage to money, securities and stamps.

The most we will pay for loss or damage under this Extension is:

- (1) \$5,000 per occurrence for money, securities and stamps while located at the described premises; and
- (2) \$5,000 per occurrence for money, securities and stamps while being conveyed outside the described premises by you, your officers, your partners or your employees.

Newly Acquired or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Ordinance or Law

You may extend the insurance that applies to Building as follows:

- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay:
 - (a) For loss or damage caused by enforcement of any ordinance or law that:
 - (i) Requires the demolition of part of the same property not damaged by a Covered Cause of Loss;
 - (ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (iii) Is in force at the time of loss.
 - (b) The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
 - (c) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- (2) However, we will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- (3) We will not pay for increased construction costs under this endorsement:
- (a) Until the property is actually repaired or replaced, at that same premises or elsewhere; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.
- (4) We will not pay more:
- (a) If the property is repaired or replaced on the same premises, than the amount you actually spend to:
 - (i) Demolish and clear the site; and
 - (ii) Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.
 - (b) If the property is not repaired or replaced on the same premises, than:
 - (i) The amount you actually spend to demolish and clear the site of the described premises; and
 - (ii) The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - (aa) Of comparable material and quality;
 - (bb) Of the same height, floor area and style; and
 - (cc) Used for the same purpose.
 - (c) Than \$50,000 in any one occurrence for increased construction costs under this Extension.
 - (d) Than \$50,000 in any one occurrence for demolition costs under this Extension.

The terms of this Extension apply separately to each building to which the Extension applies.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

Ornamental Display Gardens

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

Ornamental Landscape Displays

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazebos, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

Each loss for Ornamental Landscape Displays covered by this Extension is subject to a \$1,000 deductible.

Outdoor Fences

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$10,000.

Outdoor Growing Stock

You may extend the insurance provided by this Coverage Form to apply to growing stock. Growing stock means:

- (1) Seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) Outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

The most we will pay for loss or damage under this Extension is \$25,000.

Each loss for growing stock covered by this Extension is subject to a \$1,000 deductible.

Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to your outdoor signs, whether or not attached to buildings, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$10,000.

Outdoor Storage Sheds

You may extend the insurance provided by this Coverage Form to apply to your outdoor storage sheds, used to store your business supplies or equipment, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$10,000.

Outdoor Trees, Shrubs and Plants

You may extend the insurance provided by this Coverage Form to apply to your outdoor trees, shrubs and plants (other than ornamental display gardens or growing stock), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$10,000.

Personal Effects

You may extend the insurance that applies to Your Business Personal Property to apply to personal effects owned by you, your officers, your partners or members, your managers, or your employees, including your and employees' tools.

This Extension applies to personal effects located anywhere in the Coverage Territory.

The most we will pay for loss or damage under this Extension is \$25,000 but not more than \$2,500 for personal effects owned by any one individual.

Our payment for loss of or damage to personal effects will only be for the account of the owner of the property.

Personal Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to personal property of others in your care, custody or control, other than "installation property."

The most we will pay for loss or damage under this Extension is the applicable Limit of Insurance for Your Business Personal Property shown in the Declarations. Payments under this Extension will not increase the Limit of Insurance for Your Business Personal Property.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

Property in Transit (Including F.O.B. Shipments and Return Shipments)

- (1) You may extend the insurance provided by this Coverage Form to apply to loss of or damage to personal property used in your business, including salespersons' samples, that is in transit at your risk more than 1,000 feet from the described premises.

We cover property shipped:

- (a) By any type of carrier you do not own, lease, or operate;
- (b) In or on any vehicle you own, lease, or operate; or
- (c) In the care, custody, or control of your salesperson.

- (2) We will also pay for loss of or damage to property you ship on a F.O.B., meaning Free On Board, basis. If you cannot collect the loss from the consignee. But we will only pay the amount of your interest in the property.

- (3) We will also pay for loss of or damage to property you ship which has been rejected by the consignee, or is not deliverable, while in transit being returned to you.

This extension does not apply to "installation property."

The most we will pay for loss or damage under this Extension is \$25,000.

Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (1) Temporarily at a location you do not own, lease or operate;
- (2) At a "job site";
- (3) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (4) At any fair, trade show or exhibition.

This Extension will also apply to Covered Property in or on a vehicle that you do not own, lease or operate.

This Extension does not apply to property in transit that is in or on a vehicle that you do own, lease or operate.

This Extension also does not apply to "installation property."

The most we will pay for loss or damage under this Extension is \$25,000.

Radio and Television Receiving Equipment

You may extend the insurance provided by this Coverage Form to apply to loss or damage to your radio and television antennas, satellite dishes and similar audio/visual receiving equipment; their lead-in wiring, masts or towers, including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$10,000.

Refrigerated Property

You may extend the insurance that applies to Your Business Personal Property to apply to food spoilage resulting from utility failure to the described premises. This Extension does not apply to food spoilage resulting from mechanical failure of your refrigeration equipment.

The most we will pay for loss or damage under this Extension is \$10,000.

Tenant's Building Glass Liability

If you are a tenant and no Limit of Insurance is shown in the Declarations for Building coverage you may extend the insurance provided for Your Business Personal Property to cover direct physical loss of or damage to building glass that is part of the exterior or interior walls, floors or ceilings of the building or structure occupied by you at the premises shown in the Declarations.

We will also pay for necessary:

- (1) Expenses incurred to put up temporary plates or board up openings;
- (2) Repair or replacement of encasing frames; and
- (3) Expenses incurred to remove or replace obstructions.

This extension only applies to glass owned by you or glass owned by others in your care, custody or control and for which you are legally, or have contractually agreed to be, responsible. Our payment for glass owned by others will only be for the account of the owner of the glass.

Payments under this Extension will not increase the applicable Limit of Insurance for Your Business Personal Property.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

Valuable Papers and Records - Cost of Research

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace, or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

When duplicates exist, we will determine the value of Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs) at the cost of:

- (1) Blank materials for reproducing the records; and
- (2) Labor to transcribe or copy the records.

The most we will pay under this Extension is \$30,000 at each described premises.

PROPERTY NOT COVERED AMENDMENT

The following paragraphs under **Property Not Covered** do not apply:

- Foundations of buildings, structures etc.
- Personal property while airborne or waterborne
- Electronic Data etc.

The paragraph dealing with "The cost to replace or restore the information on valuable papers and records" etc. under **Property Not Covered** does not apply and is replaced by:

The cost to replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems.

ADDITIONAL CONDITIONS AMENDMENT

The **Additional Condition, Coinsurance**, does not apply to Foundations Coverage.

ADDITIONAL COVERAGES AMENDMENTS**Fire Department Service Charge**

The \$1,000 limit under **Fire Department Service Charge** under **Additional Coverages** is changed to \$5,000.

Pollutant Clean-up and Removal

The \$10,000 limit under **Pollutant Clean-up and Removal** is changed to \$25,000.

Electronic Data

The **Electronic Data Additional Coverage** does not apply. Coverage is provided under **Valuable Papers and Records - Cost of Research Coverage** Extension.

DEDUCTIBLE

The following replaces the **DEDUCTIBLE** section:

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less. If multiple deductibles apply to the covered loss, the most we will deduct from the "loss" is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this coverage form also involves a loss under an Inland Marine Coverage Form or the Physical Damage Section of a Business Auto Coverage Form issued by any member company of the Selective Insurance Group for this insured, the most we will deduct from the "loss" is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

VALUATION

The following new items are added to **Valuation** under **LOSS CONDITIONS**:

Item **1**: Finished "stock" you fabricated or manufactured, including "stock" you have sold but not delivered, at:

- (1) The selling price, as if no loss or damage had occurred;
- (2) Less discounts and expenses you otherwise would have had.

Item **2**: We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

Item **3**: Fine Arts at market value at the time of loss or damage.

Item **4**: Personal Property of others at the amount for which you are liable, not to exceed the replacement cost.

BUSINESS PERSONAL PROPERTY SEASONAL INCREASE

The following is added to the **Limits of Insurance** section:

The Limit of Insurance for Business Personal Property will automatically increase by:

- (1) 50% for seeds, seedlings, bulbs, cuttings, cultivated plants, trees or shrubs held for sale or business use by you; but this provision lasts for a maximum of 60 consecutive days in any policy period, and does not change the separate Extension limits for Growing Stock or Ornamental Display Gardens; or
- (2) 10% for all other covered Business Personal Property, to provide for seasonal variation as long as the Limit of Insurance for Business Personal Property shown in the declarations of the policy meets the requirements of the Coinsurance Condition or the Agreed Value Optional Coverage.

DEFINITIONS

The following additional definitions are added:

"Installation property" means property of others for which you are liable or in which you have an interest, which is intended for installation, such as, but not limited to, materials, supplies, fixtures, machinery and equipment, and including labor or services furnished in connection with the installation.

"Job site" means the premises where you or subcontractors working on your behalf are currently performing operations and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication or installation.

SECTION II

The **CAUSES OF LOSS - SPECIAL FORM** is amended as follows:

EXCLUSIONS

(1) The following **EXCLUSIONS**:

- Earth Movement;
- Smoke, vapor or gas from agricultural smudging or industrial operations;
- Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, etc.;
- Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more;
- Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, etc.; and
- Rain, snow, ice or sleet to personal property in the open,

do not apply to:

- The Valuable Papers and Records - Cost of Research Coverage Extension;
 - The Property Off-Premises Coverage Extension;
 - The Accounts Receivable Coverage Extension;
 - The Computers and Media Coverage Extension;
 - The Mobile Equipment Coverage Extension;
 - The Property in Transit Coverage Extension;
 - The Fine Arts Coverage Extension;
 - The Personal Effects Coverage Extension; or
- 3** The Installation Property Coverage Extension.

(2) The Water EXCLUSION does not apply to:

- The Valuable Papers and Records - Cost of Research Coverage Extension;
- The Property Off-Premises Coverage Extension;
- The Accounts Receivable Coverage Extension;
- The Computers and Media Coverage Extension;
- The Mobile Equipment Coverage Extension;
- The Property in Transit Coverage Extension;
- The Fine Arts Coverage Extension;
- The Personal Effects Coverage Extension; or
- The Installation Property Coverage Extension.

(3) The following EXCLUSIONS:

- Utility Services;
- Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- Collapse, etc.; and
- Faulty, inadequate or defective planning, etc.,

do not apply to the Computers and Media Coverage Extension.

The entirety of the **EXCLUSION** which begins with wear and tear, is replaced by the following, but only for the Computers and Media Extension:

- Wear and Tear.

(4) The following EXCLUSIONS:

- The following causes of loss to personal property:
Dampness or dryness of atmosphere, changes in or extremes of temperature, or marring and scratching, etc.; or
- Voluntary parting with any property, etc.

do not apply.

(5) The EXCLUSION stating:

- Dishonest or criminal act by you, any of your partners, employees, etc.,

does not apply to Covered Property that is entrusted to others who are carriers for hire.

(6) The EXCLUSION stating:

- Rain, snow, ice or sleet to personal property in the open;

does not apply to Growing Stock, Ornamental Gardens, or Outdoor Trees, Shrubs and Plants.

LIMITATIONS**(1) The following Limitations:**

- Building materials and supplies not attached, etc.;
- Property that has been transferred to a person, etc.;
- We will not pay for loss or damage to the following types of property unless, etc.; and
- \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit (for loss or damage by theft),

do not apply.

(2) The Limitation for loss or damage by theft for jewelry, watches, etc., is replaced by the following:

- \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals, but:

(a) This limit is increased to \$25,000 for gold, silver, platinum, and other precious alloys or metals used as a raw material in your manufacturing process; and

(b) This limit does not apply to jewelry and watches worth \$100 or less per item.

ADDITIONAL COVERAGE EXTENSIONS

ADDITIONAL COVERAGE EXTENSION, Property in Transit, does not apply.

SECTION III

The **BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)**, when made a part of this policy, is amended as follows:

COVERAGE**Premises Boundary Increased Distance**

The references in the **BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)** to distances from the described premises are increased to 1,000 feet.

Additional Coverages

The following are added under **Additional Coverages:**

Auto Physical Damage Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to a covered motor vehicle owned by you and used to transport your business personal property, caused by or resulting from a Covered Cause of Loss.

Payment for Extra Expense, if part of this policy, does not apply under this additional coverage.

The covered motor vehicle must maintain rental reimbursement coverage.

This additional coverage does not apply to "Private Passenger Type" vehicles.

"Private Passenger Type" vehicles means a four-wheel auto of the private passenger or station wagon type.

The most we will pay under this Additional Coverage is \$25,000.

Broadened Water - Business Income

We will pay for the actual loss of Business Income you sustain due to necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by:

- (1) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment; or
- (2) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, wall, floors or paved surface.

The most we will pay for loss of Business Income under this Additional Coverage is \$100,000.

Business Income From Dependent Properties

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage at the premises of a "contingent business property," caused by or resulting from a Covered Cause of Loss. But we will not pay more than .5% of the Business Income Limit of Insurance for each day's "suspension" of "operations" at a described premises due to loss arising from any one "contingent business property."

"Contingent Business Property" means property operated by others you depend on to:

- (1) Deliver materials or services (other than water, communications, or power supply) to you, or to others for your account (Contributing Locations);
- (2) Accept your products or services (Recipient Locations);

- (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or

- (4) Attract customers to your business (Leader Locations).

The most we will pay under this Additional Coverage is \$100,000.

This Extension is subject to the deductible in the Commercial Property Coverage Declarations.

This additional coverage does not apply to contingent properties for which you have more specific insurance either under this policy or another.

Extended Business Income

The 30 consecutive days restriction under **Extended Business Income** is changed to 180 consecutive days.

Newly Acquired Locations

The **Newly Acquired Locations Coverage Extension - Business Income**, is changed as follows:

1. The most we will pay paragraph is replaced by the following:
The most we will pay for loss under this **EXTENSION** is \$250,000 at each location.
2. The 30 days restriction under the paragraph for when this insurance ends is changed to 180 days.

Transit Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to your covered property while in due course of transit, caused by or resulting from a Covered Cause of Loss.

Payment for Extra Expense, if part of this policy, does not apply under this additional coverage.

The most we will pay under this Additional Coverage is \$25,000.

Previous Policy Number
S 2056307Policy Number
S 2056307**COMMERCIAL LIABILITY COVERAGE DECLARATION**

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: DECEMBER 25, 2014
Business of Named Insured: COMMERCIAL GC	

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits**COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$100,000
Medical Expense Limit -- Any One Person	\$10,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
TERRORISM					\$1,081.00	
Owner, Lessee or Contractor	20738		45.000		\$45.00	
Completed Ops	31075			65.000		\$65.0
Automatic Status Completed Op	31080			200.000		\$200.0
LOCATION #001 BUILDING #001 -----						
MASONRY SL (T-004)	31023	321,752 (P)	38.617	4.668	\$12,425.00	\$1,502.0
TILE, STONE, MOSAIC WORK INT. SL (T-004)	31031	1,480,286 (P)	18.260	4.550	\$27,030.00	\$6,735.0
SUBCONTRACTORS-COMMERCIAL (T-004)	31058	1,100,000 (C)	2.249	1.477	\$2,474.00	\$1,625.0
BUILDINGS PREM MERC MANF OTHER THA (T-004)	61212	1,500 (A)	88.904	----	\$133.00	COV'D
LOCATION #003 BUILDING #001 -----						
BUILDINGS PREMISES OTHER THAN NOT (T-004)	61226	5,100 (A)	356.963	----	\$1,821.00	COV'D
Minimum Premium		\$720.00	Total Premium		\$45,009.00	\$10,127.00

Premium and Rate Legend

Location of all premises you own, rent, or control: Refer to "Schedule of Locations"	(P)	Payroll	- rate per \$1000 of payroll
	(A)	Area	- rate per 1000 square feet
	(C)	Total Cost	- rate per \$1000 of cost

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Advance Premium \$55,136.00 (This premium may be subject to adjustment.)
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DEDUCTIBLE LIABILITY INSURANCE

POLICY NUMBER S 2056307

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Coverage****Amount and Basis of Deductible**
PER CLAIM or PER OCCURRENCE

Bodily Injury Liability

OR

Property Damage Liability

OR

Bodily Injury Liability and/or

Property Damage Liability Combined

\$5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):**ALL OPERATIONS INSURED IS INVOLVED IN**

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — SCHEDULED PERSON OR ORGANIZATION

POLICY NUMBER: s 2056307

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

NVR INC
C/O COMPLIANCE DEPOT
1800 PRESTON PARK BOULEVARD
SUITE 220
PLANO, TX 75093

Location(s) Of Covered Operations

UNDER CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

POLICY NUMBER: s 2056307

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

NVR INC
C/O COMPLIANCE DEPOT
1800 PRESTON PARK BLVD, STE 220
PLANO, TX 75093

Location And Description Of Completed Operations

414 BUTTERNUT ST
SYRACUSE, NY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2056307

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

SCHEDULE

Designated Construction Project(s):

EACH CONSTRUCTION PROJECT OF YOURS AWAY FROM
PREMISES OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2056307

COMMERCIAL GENERAL LIABILITY
CG 25 04 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

SCHEDULE

Designated Location(s):

EACH LOCATION OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: S 2056307

COMMERCIAL GENERAL LIABILITY
CG 79 35NY 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

SUB-LIMITS OF INSURANCE:

“Product Recall Expense”

Per Occurrence:

Annual Aggregate:

“Additional Covered Expenses”

The “Additional Covered Expenses” Per Occurrence and Annual Aggregate Limit is equal to 50% of the above “Product Recall Expense” Limit.

DEDUCTIBLE:

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT RECALL”. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to **SECTION I — COVERAGES:**

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” incurred by you because of a “product recall” to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III — LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a “product recall” only if the “product recall” is initiated in the “coverage territory” during the policy period because:

- (1) You determine that the “product recall” is necessary; or
- (2) An authorized government entity has ordered you to conduct a “product recall”.

- c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:
 - (1) These expenses are incurred within one year of the date the "product recall" was initiated;
 - (2) These expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.
- d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".
- e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

- a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
- b. Any "product recall" initiated due to copyright, patent, trade secret, trade dress, trade name or trademark infringements, or other intellectual property rights.
- c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (1) An error in manufacturing, design, or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".
- d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".
- e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.
- f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.
- g. A recall when "your product" or a component contained within "your product" has been:
 - (1) Banned from the market by an authorized government entity prior to the policy period; or
 - (2) Distributed or sold by you subsequent to any governmental ban.
- h. The defense of a claim or "suit" against you for liability arising out of a "product recall".
- i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
- j. Any loss, cost or expense due to any:
 - (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- k. Liability assumed by you in any contract or agreement.
 - l. Damages or expenses arising out of the violation of any government regulation.
 - m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
 - n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
 - o. Caprice or whim of the insured.
 - p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
 - q. Willful, dishonest, fraudulent, criminal or malicious acts.
- B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product recalls" initiated; or
 - c. Number of "your products" withdrawn.
2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
 - a. "Product Recall Expense":

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
 - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

5. Deductible Provision

a. Deductible

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product recall" is initiated, you must:

(1) Immediately record the specifics of the "product recall" and the date it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".

d. You and any others involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product recall".

e. Notice given by or on behalf of the insured or written notice by or on behalf of the injured person or any other claimant to any of our agents in the state of New York, with particulars sufficient to identify the insured, shall be considered notice to us.

f. Failure to give notice to us as required under this coverage form shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

D. For the purposes of this endorsement, the following condition is added to **SECTION IV — CONDITIONS**:

Concealment Or Fraud

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

E. The following definitions are added to **SECTION V — DEFINITIONS**:

1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."

3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.

4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."

5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Product recall" means the recall or withdrawal:

- a.** From the market; or
- b.** From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a.** Costs of advertising;
- b.** Costs of stationery, envelopes, production of announcements and postage or fac-similes;
- c.** Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
- d.** Costs of hiring independent contractors and other temporary employees;
- e.** Costs of transportation, shipping or packaging;
- f.** Costs of warehouse or storage space; or
- g.** Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h.** Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

**COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under Section II — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

SECTION I — COVERAGES**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to “bodily injury” and “property damage” only if:
- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
 - (2) The “bodily injury” or “property damage” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II — Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II — Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II — Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or

(3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided:
 - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

“Bodily injury” or “property damage” for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers’ Compensation And Similar Laws

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer’s Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured’s business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an “insured contract”.

f. Pollution

- (1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III — Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

“Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”.

h. Wrong Description Of Prices

“Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

“Personal and advertising injury” committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of “personal and advertising injury” under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another’s Name Or Product

“Personal and advertising injury” arising out of the unauthorized use of another’s name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another’s potential customers.

m. Pollution

“Personal and advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

o. War

“Personal and advertising injury”, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I — Coverage A — Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II — WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work” or your fulfilling the terms of the contract or agreement.

9. “Insured contract” means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.

11. “Loading or unloading” means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
- b.** While it is in or on an aircraft, watercraft or “auto”; or
- c.** While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;

but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.****21. "Your product":****a. Means:**

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.**22. "Your work":****a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

NEW YORK CHANGES — PREMIUM AUDIT

COMMERCIAL GENERAL LIABILITY
CG 01 04 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph **b.** of the **Premium Audit** Condition **Section IV** is replaced by the following:

PREMIUM AUDIT

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- B.** Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

NEW YORK CHANGES COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY
CG 01 63 07 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I — Coverage A Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b.** This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II — Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c.** "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

B. Paragraph 1.a. of Section I — Coverage B Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations of the “suit” are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV — Commercial General Liability Conditions):

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of Section IV — Commercial General Liability Conditions is replaced by the following:

3. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:
- (1) To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or

- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

- b. With respect to “bodily injury” and “personal and advertising injury” claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

E. The following provision is added and supercedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. The definition of “loading or unloading” in the Definitions Section does not apply.

EMPLOYMENT-RELATED PRACTICES EXCLUSION**COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

This insurance does not apply to:

“Bodily injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

EXCLUSION — YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS — WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

COMMERCIAL GENERAL LIABILITY
CG 21 62 09 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I — coverage A — Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” (or “personal and advertising injury” if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any “insured” or to others:

- (a)** Computer hardware, including microprocessors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;
- (d)** Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

This exclusion does not apply to “bodily injury” occurring on any premises owned by or rented to you.

COMMERCIAL GENERAL LIABILITY
CG 21 70 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

EXCLUSION — EXTERIOR INSULATION AND FINISH SYSTEMS

COMMERCIAL GENERAL LIABILITY
CG 21 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. “Your product” or “your work” with respect to any exterior component, fixture or feature of any structure if an “exterior insulation and finish system”, or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- “Exterior insulation and finish system” means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

NEW YORK CHANGES —
TRANSFER OF DUTIES WHEN A
LIMIT OF INSURANCE IS USED UP

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit (other than the Products--Completed Operations Aggregate Limit);
- (2) Products--Completed Operations Aggregate Limit;
- (3) Personal and Advertising Injury Limit;
- (4) Each Occurrence Limit; or
- (5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
- (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

ELITEPAC

General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 12 11

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Primary and Non-Contributory Provision - Additional Insureds	Page 7
Blanket Additional Insureds - As Required By Contract	Page 5
Broad Form Vendors Coverage	Page 6
Not-for-profit Members - Including Club Members	
Not-for-profit Members - as additional insureds	Page 5
Not-for-profit Members Medical Payments	Page 4
Not-for-profit Members - defined	Page 8
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ELITEPAC

General Liability Extension

COMMERCIAL GENERAL LIABILITY
CG 72 02 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE EXTENSION

Property Damage - "Golfing Facilities"

If you operate a "golfing facility", Paragraph 1. **Insuring Agreement** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to include the following:

"Property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this extension is a sub-limit of \$2,500 per "occurrence". No deductible applies to loss under this extension.

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. **Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. **Exclusions**:

This exclusion does not apply to:

- (6) A watercraft you do not own that is less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance**, **b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

- (7) Any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance**, **b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

- A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the higher of \$500,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

Exclusion p. **Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay for damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property is a sub-limit of \$100,000 for "property damage" because of all applicable loss of "electronic data" arising out of any one "occurrence".

SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

Contractual Exclusion Amendment

Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Golfing facility" members who are not paid a fee, salary, or other compensation;
- (2) "Not-for-profit members"; or
- (3) "volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation or a "golfing facility".

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Recreational Medical Payments - Amateur Golf

Exclusion e. **Athletics Activities** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

If you are a "golfing facility", this exclusion does not apply to a person injured as a result of their participation in amateur athletics that are recreational in nature.

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, your officials, trustees, board members, insurance managers, and "not-for-profit members" are included as additional insureds, however only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics. if you are not in the business or occupation of providing any such professional services.

"Golfing Facilities" - Golf or Tennis Pros

The following is added to **SECTION II - WHO IS AN INSURED**:

If you operate a "golfing facility", any golf or tennis pros are additional insureds. Golf or tennis pros means any person, other than your "employees", whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you rent or lease to them.

SECTION III - LIMITS OF INSURANCE

Increased Medical Payments

Paragraph **7.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 7. Subject to Paragraph **5.** above, the Medical Expense Limit under **COVERAGE C** will be \$15,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher, for all medical expenses because of "bodily injury" sustained by any one person.

This provision, **Increased Medical Payments**, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

If you are a "golfing facility", we will also waive any right of recovery we may have against any of your members or their guests because of payments we make for "bodily injury" or "property damage" arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to "bodily injury" or "property damage" that is expected or intended by your member or their guest.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V - DEFINITIONS

Discrimination And Humiliation

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer" director, stockholder, partner, manager or member of the insured;
 2. Not done intentionally to cause harm to another person.
 3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
 4. Not arising out of any "advertisement" by the insured.
- B.** The following definition is added to **SECTION V - DEFINITIONS**:
- "Discrimination" means:
- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
 - b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
 - c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

- 17.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker".

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS**:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receive no financial or other compensation.

EXCLUSION — SNOW AND ICE REMOVAL

COMMERCIAL GENERAL LIABILITY
CG 72 40 11 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The above coverage is hereby amended as follows:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of snow and ice removal activities that are performed for others by the insured or by any contractors or subcontractors working on the insureds behalf. Snow and Ice Removal includes but is not limited to; snow plowing, snow blowing, snow or ice clearing, shoveling or salting, by any means whether mechanical or by hand.

CG 72 40 11 99

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” and included in the “products-completed operations hazard”.

The above provision does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or the written permit issued prior to the “bodily injury” or “property damage”.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2)** Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

**LIMITED "PROPERTY DAMAGE"
CARE, CUSTODY AND CONTROL
EXTENSION ENDORSEMENT
Basic Form
(Including Coverage For Lost Keys)**

COMMERCIAL GENERAL LIABILITY
CG 79 33 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited "Property Damage" Care, Custody and Control Extension

Limits of Insurance

Occurrence Limit - Personal Property	\$2,500	
Occurrence Limit - Real Property	\$2,500	
Aggregate Limit	\$5,000	
Deductible	\$500	Each "Occurrence"

Limited Coverage Extension

The limited coverage extension provided by this Endorsement is subject to the Limits of Insurance contained in the Schedule above, and as further explained in the section entitled **Limits Of Insurance**, set forth below.

Except as modified by this Endorsement, all other terms, conditions, exclusions and definitions contained in the Commercial General Liability Coverage Part apply.

If this insurance applies, and subject to the Limited Coverage Extension Exclusions, below, we will pay at your request and irrespective of the fault of any insured, for "property damage" to:

1. Property loaned to you by anyone other than an insured;
2. Personal property, including keys, in the care, custody or control of an insured; or
3. Real property on which you or any subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

Additional Definitions

As used in this endorsement, "property damage" also includes:

1. Loss or damage of tangible property resulting from burglary, robbery, theft or mysterious disappearance; or
2. Adjustment of locks to fit new keys or the cost and installation of new locks when replacing keys covered under Limited Coverage Extension Item 2. above;

Provided that such "property damage" is not a result of any dishonest act on the part of any insured, his employees or agents, whether acting alone or in collusion.

Limited Coverage Extension Exclusion

With respect to this coverage extension only, Exclusion j. relating to damage to property, is replaced by the following:

This insurance does not apply to:

1. Property you own, rent or occupy, other than property you rent or occupy on a temporary basis only for:
 - a. A trade show or exhibit;

- b. A training or educational seminar; or
 - c. Storage of your equipment or supplies for a period of less than seven days.
2. Personal property in the care, custody or control of an insured:
- a. While such property is on premises you own, rent, or occupy for the purpose of sale, storage, safekeeping, repair or having work performed on it; or
 - b. If such property is either a tool(s) or equipment that is being used by the insured.
3. Any "property damage" arising out of the "products-completed operations hazard."

Limits Of Insurance

1. The Limits of Insurance shown in the Schedule above fixes the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. Our obligation to pay damages on your behalf pursuant to this Endorsement applies only to the amount of damages in excess of the deductible shown in the Schedule, above. The deductible amount applies to all damages because of "property damage" arising from one "occurrence." The terms of this insurance, including those with respect to:
- a. Our right and duty to defend "suits" seeking damages; and
 - b. Your duties in the event of an "occurrence," claim or "suit"

apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effectuate the settlement of any claim or "suit." Upon such payment, you shall promptly reimburse us the deductible amount that has been paid on your behalf by us.

3. The Limited "Property Damage" Care, Custody and Control Extension Aggregate Limit is the most we will pay under this Endorsement for the sum of:
- a. Damages under Personal Property Coverage; and
 - b. Damages under Real Property Coverage.
4. Subject to 3. above, the Limited "Property Damage" Care, Custody and Control Extension Occurrence Limit - Personal Property is the most we will pay under this endorsement for the sum of all "property damage" to personal property arising out of any one "occurrence."
5. Subject to 3. above, the Limited "Property Damage" Care, Custody and Control Extension Occurrence Limit - Real Property is the most we will pay under this endorsement for the sum of all "property damage" to real property arising out of any one "occurrence."
6. In the event of a claim that is covered by this Endorsement, we may request that you replace the property or furnish the labor and materials necessary for repairs thereto at the actual cost to you: excluding prospective profit or overhead charges of any nature. You may refuse that request. Any property paid for or replaced under this endorsement shall, at our option, become our property.
7. Payment made pursuant to the terms of this Endorsement shall not constitute an admission of either your legal liability or ours, except as provided by the terms of this Endorsement.

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NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: DECEMBER 25, 2014	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$7,567.00
Mandatory Personal Injury Protection	5	\$50,000	\$586.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$308.00
Additional Personal Injury Protection		\$200,000	\$894.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$26.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$612.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$403.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,426.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$120.00

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200			
NY 2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664			
NY 3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000			
NY 4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641			
CONTINUED ON SCHEDULE: CA-7916													
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem.	Supp Unins Motorists	Physical Damage Insurance		Specified Causes of Loss	Collision		Towing Prem.
								Ded.	Prem.		Ded.	Prem.	
NY 1	012	47				1		250	14		500	38	
NY 2	012	669	50		28	2	51	500	21		500	84	
NY 3	012	669	50		28	2	51	500	18		500	62	
NY 4	012	573	50		28	2	51	250	36		500	123	
Totals \$													

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$11,048.00 (This premium may be subject to adjustment.)
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NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: DECEMBER 25, 2014
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Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	Rates		Premiums	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
5	NY	FORD	02	ECONOLINE	1FTPE242X2HA65255	L	S/014890/L						
6	NY	CHEV	02	EXPRESS G2	1GCGG25R721226661	L	S/014890/L			\$22,213			
7	NY	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L			\$15,000			
8	NY	FORD	03	F550 SUPER	1FDAF56S63EA32625	M	S/214890/L			\$35,000			
9	NY	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L			\$17,956			
10	NY	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L			\$36,215			
11	NY	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L			\$23,665			
12	NY	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L			\$33,830			
13	NY	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L			\$20,000			
14	NY	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L			\$35,000			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance				Towing Prem.	
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.		Prem.
NY	5	012	573	50	28	2	51						
NY	6	012	573	50	28	2	51	250	33		500	100	
NY	7	012	47			1		250	18		500	58	
NY	8	012	603	50	28	2	51	250	26		500	90	
NY	9	012	573	50	28	2	51	500	26		500	91	
NY	10	012	573	50	28	2	51	250	50		500	196	
NY	11	012	603	50	28	2	51	250	24		500	74	
NY	12	012	603	50	28	2	51	250	42		500	154	
NY	13	012	784	43		2	51	250	36		500	111	
NY	14	012	573	43	28	2	51	250	59		500	245	
Totals \$		7,463	586		308	26	612	403			1,426		

Coverage Effective Date
DECEMBER 25, 2014

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No.	Name and Address of Loss Payee
NY 12	M&T BANK ONE FOUNTAIN PLACE BUFFALO, NY 14203
NY 14	ALLY FINANCIAL PO BOX 8104 COCKEYSVILLE, MD 21030

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 2	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 3	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 4	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 5	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 6	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 8	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 9	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 10	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 11	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 12	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 14	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

BUSINESS AUTO COVERAGE FORMCOMMERCIAL AUTO
CA 00 01 03 06

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** — Definitions.

SECTION I — COVERED AUTOS

Item Two of the Declarations shows the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos”. The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos”.

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any “Auto”	
2	Owned “Autos” Only	Only those “autos” you own (and for Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” you acquire ownership of after the policy begins.
3	Owned Private Passenger “Autos” Only	Only the private passenger “autos” you own. This includes those private passenger “autos” you acquire ownership of after the policy begins.
4	Owned “Autos” Other Than Private Passenger “Autos” Only	Only those “autos” you own that are not of the private passenger type (and for Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” not of the private passenger type you acquire ownership of after the policy begins.
5	Owned “Autos” Subject To No-Fault	Only those “autos” you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those “autos” you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned “Autos” Subject To A Compulsory Uninsured Motorists Law	Only those “autos” you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those “autos” you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described “Autos”	Only those “autos” described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any “trailers” you don’t own while attached to any power unit described in Item Three).
8	Hired “Autos” Only	Only those “autos” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent, or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned “Autos” Only	Only those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes “autos” owned by your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II — LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:

- (1) Employment by the "insured"; or
- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III — PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage — Hitting A Bird Or Animal — Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV — BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment — Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V — DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H.** "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:

- a.** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

- b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J.** "Loss" means direct and accidental loss or damage.
 - K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a.** Power cranes, shovels, loaders, diggers or drills; or
 - b.** Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b.** Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

NEW YORK CHANGES IN BUSINESS AUTO, BUSINESS AUTO PHYSICAL DAMAGE, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

COMMERCIAL AUTO
CA 01 12 01 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Who Is An Insured does not include anyone loading or unloading a covered "auto" except you, your "employees", a lessee or borrower or any of their "employees".
2. **Supplementary Payments** is amended as follows:
 - a. Paragraph (5) is replaced by the following:

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
 - b. The following paragraphs are added:

(7) All expenses incurred by an "insured" for first aid to others at the time of an "accident".

(8) The cost of appeal bonds.
3. Paragraph **b. Out-of-state Coverage Extensions** in the Business Auto, Motor Carrier and Truckers Coverage Forms is replaced by the following:

While a covered "auto" is used or operated in any other state or Canadian province, we will provide at least the minimum amount and kind of coverage which is required in such cases under the laws of such jurisdiction.
4. **Exclusions** is changed as follows:
 - a. The **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

This insurance does not apply to:

"Bodily injury" to an "employee" of the "insured" arising out of and in the course of:

 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

- b. The **Fellow Employee** Exclusion is replaced by the following:

This insurance does not apply to:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

- c. The **Handling Of Property** Exclusion does not apply.
- d. The **Movement Of Property By Mechanical Device** Exclusion does not apply.
- e. The **Operations** Exclusion does not apply.
- f. The **Completed Operations** Exclusion does not apply.
- g. The **Pollution** Exclusion does not apply.
- h. The **War** Exclusion is replaced by the following:

"Bodily injury" or "property damage" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
- i. The **Racing** Exclusion does not apply.

- j. The following exclusion is added:

Spousal Liability

"Bodily injury" to or "property damage" of the spouse of an "insured". However, we will pay all sums an "insured" legally must pay if named as a third-party defendant in a legal action commenced by his or her spouse against another party.

5. If the Limit Of Insurance shown in the Declarations is equal to or greater than \$160,000, the **Limit Of Insurance** Provision is changed by the following:

Limit of Insurance applies except that we will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act for:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident";
- c. "Bodily injury" resulting in death of any one person caused by any one "accident";
- d. "Bodily injury" resulting in death of two or more persons caused by any one "accident"; or
- e. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

6. If the **Limit Of Insurance** shown in the Declarations is less than \$160,000, the Limit Of Insurance Provision is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident", is the Limit Of Insurance for Liability Coverage shown in the Declarations, except for those damages for "bodily injury" resulting in death. We will apply the Limit Of Insurance shown in the Declarations to first provide the separate limits required by the New York Motor Vehicle Safety Responsibility Act as follows:

- a. "Bodily injury" not resulting in death of any one person caused by any one "accident";
- b. "Bodily injury" not resulting in death of two or more persons caused by any one "accident"; or
- c. "Property damage" in any one "accident".

This provision will not change our total Limit of Insurance.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

In addition, our Limit of Insurance for "bodily injury" resulting in death is as follows:

- a. Up to \$50,000 for "bodily injury" resulting in death of any one person caused by any one "accident"; and
- b. Up to \$100,000 for "bodily injury" resulting in death of two or more persons caused by any one "accident", subject to a \$50,000 maximum for any one person.

If the Limit Of Insurance shown in the Declarations is not exhausted by payment of damages for:

- a. "Bodily injury" not resulting in death;
- b. "Property damage"; or
- c. "Covered pollution cost or expense";

any remaining amounts will be used to pay damages for "bodily injury" resulting in death, to the extent the Limit Of Insurance shown in the Declarations is not increased.

7. If forming part of the policy, the Nuclear Energy Liability Exclusion (Broad Form) Endorsement does not apply to the Commercial Auto Coverage Part.

B. Changes In Physical Damage Coverage

1. The **War Or Military Action** Exclusion is replaced by the following:

War, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

2. **Deductible** is replaced by the following:

For each covered "auto", our obligation to pay for, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

3. The following are added to **Physical Damage Coverage**:

The following provisions apply in place of any conflicting policy provisions:

a. Mandatory Inspection For Physical Damage Coverage

- (1) We have the right to inspect any private passenger "auto", including a non-owned "auto", insured or intended to be insured under this Coverage

Part before physical damage coverage shall be effective, except to the extent that this right is prescribed and limited by New York State Department of Financial Services' Insurance Regulation No. 79 (11 NYCRR 67).

- (2) During the term of the Coverage Part, coverage for an additional or replacement private passenger "auto" shall not become effective until you notify us and request coverage for the "auto". However, if you replace a private passenger "auto" insured with us for at least 12 months before the replacement date, we will provide the same coverage which applied to the replaced "auto" for three days beginning on the date you acquire the replacement "auto". We will also provide an additional day of coverage for each Saturday, Sunday or legal holiday falling within the three days. After three days, coverage will not apply until you notify us and request coverage for the "auto".
- (3) When an inspection is required by us, you must cooperate and make the "auto" available for the inspection.

b. "Auto" Repairs Under Physical Damage Coverage

Payment of a physical damage "loss" shall not be conditioned upon the repair of the "auto". We may not require that repairs be made by a particular repair shop or concern. However, we shall be entitled to the following:

- (1) A completed "Certification of Automobile Repairs" as prescribed by the New York State Department of Financial Services;
- (2) If the "auto" is repaired, an itemized repair invoice prepared by the "auto" repairer; and
- (3) An inspection of the "auto", whether or not the "auto" is repaired.

c. Recovery Of Stolen Or Abandoned "Autos"

If a private passenger "auto" insured under this Coverage Part for physical damage coverage is stolen or abandoned, we or our authorized representative shall, when notified of the location of the "auto", have the right to take custody of the "auto" for safekeeping.

C. Changes In Conditions

1. Paragraphs **a.** and **b.(2)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms are replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- a.** In the event of "accident", claim, "suit" or "loss", you or someone on your behalf must give us or our authorized representative notice as soon as reasonably possible of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Written notice by or on behalf of the injured person or any other claimant to our authorized representative shall be deemed notice to us.

- b.** Additionally, you and any other involved "insured" must:
 - (2) Send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" as soon as reasonably possible.

2. Paragraph **a.** of the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- a.** In the event of "loss", you must give us notice as soon as reasonably possible of the "loss". Include:
 - (1) How, when and where the "loss" occurred; and
 - (2) To the extent possible, the names and addresses of any injured persons and witnesses.

3. The **Legal Action Against Us** Condition in the Business Auto, Truckers and Motor Carrier Coverage Forms is replaced by the following:

- a.** Except as provided in Paragraph **b.**, no one may bring a legal action against us until:

- (1) There has been full compliance with all of the terms of the coverage form; and
- (2) Under Liability Coverage, we, by written agreement with the "insured" and the claimant, agree that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No person or organization has any right under this policy to bring us into any action to determine the "insured's" liability.

- b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an "insured" or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an "insured":

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as soon as practicable, as required under this Coverage Part, shall not invalidate any claim made by the "insured", injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the "insured", injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

5. The **Loss Payment** Condition is replaced by the following:

At our option we may:

- a. Pay for or replace damaged or stolen property; or

- b. Return the stolen or damaged property, at our expense. We will pay for any damage that results to the "auto" from the "loss".

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

6. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition in the Business Auto, Motor Carrier and Truckers Coverage Forms is changed as follows:

This condition does not apply to liability coverage.

7. The **Premium Audit** Condition is amended by the addition of the following:

An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy or the anniversary date, if this is a continuous policy or a policy written for a term longer than one year. But the audit may be waived if:

- a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or
- b. The policy requires notification to the insurer with specific identification of any additional exposure units (e.g., autos) for which coverage is requested.
- c. Except as provided in Paragraphs a. and b. above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

D. Changes In Definitions

The **Definitions** Section in the Business Auto, Business Auto Physical Damage, Motor Carrier and Truckers Coverage Forms is changed as follows:

1. The "covered pollution cost or expense" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

"Covered pollution cost or expense" means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement; or
- b. Any claim or "suit" by or on behalf of a governmental authority demanding;

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

2. The "insured contract" definition in all coverage forms, except the Business Auto Physical Damage Coverage Form, is replaced by the following:

“Insured contract” means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any “auto”; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of “bodily injury” or “property damage” to a third person or organization, if the contract or agreement is made prior to the “bodily injury” or “property damage”. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An “insured contract” does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an “auto” to you or any of your employees, if the “auto” is loaned, leased or rented with a driver;
- b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority; or
- c. Under which the “insured” assumes liability for injury or damage caused by the dumping, discharge or escape of:
 - (1) Irritants, pollutants or contaminants that are, or that are contained in, any property that is:
 - (a) Being moved from the place where such property or pollutants are accepted by the “insured” for movement into or onto the covered “auto”;
 - (b) Being transported or towed by the covered “auto”;

- (c) Being moved from the covered “auto” to the place where such property or pollutants are finally delivered, disposed of or abandoned by the “insured”;
- (d) Otherwise in the course of transit; or
- (e) Being stored, disposed of, treated or processed in or upon the covered “auto” other than fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for, or result from, the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts.

(2) Irritants, pollutants or contaminants not described in Paragraph (1) above unless:

- (a) The pollutants or any property in which the pollutants are contained is upset, overturned or damaged as a result of the maintenance or use of the covered “auto”; and
- (b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

3. The “mobile equipment” definition is replaced by the following:

“Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

"Mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

However, the operation of:

- a. Equipment described in Paragraphs **f.(2)** and **f.(3)** above; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

is considered operation of "mobile equipment" and not operation of an "auto".

E. Changes In Forms And Endorsements

1. All references to Underinsured Motorists Coverage shall mean Supplementary Uninsured/Underinsured Motorists Coverage.
2. If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage - Customers' Sound-receiving Equipment endorsement is attached, then Exclusion **3.** is replaced by the following:

We will not pay for "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
3. If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:

"Bodily injury" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
4. If the Single Interest Automobile Physical Damage Insurance Policy is attached, the **War** Exclusion is replaced by the following:

This insurance does not apply to "loss" caused by war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.
5. If the Stated Amount Insurance endorsement is attached, then Paragraph **C.2.** of that endorsement does not apply.

NEW YORK CHANGES — CANCELLATIONCOMMERCIAL AUTO
CA 02 25 01 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, New York, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- I. If you are an individual and a covered "auto" you own is predominantly used for nonbusiness purposes, the **Cancellation** Common Policy Condition does not apply. The following condition applies instead:

Ending This Policy**A. Cancellation**

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days' notice and such notice of cancellation on this ground shall inform the first Named Insured of the amount due. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days' notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due. If we cancel for this reason, we will mail you at least 15 days' notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.

- b. Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason, we will mail you at least 20 days' notice.
- c. We replace this policy with another one providing similar coverages and the same limits for a covered "auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
- d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason, we will mail you at least 45 but not more than 60 days' notice.
- e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days' notice.
- f. Any "insured" made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days' notice.

If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire policy.

4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this, we will mail you notice at least 20 days before the date of the change.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12-month period following the effective date of the first of the successive policy periods in which the coverage was provided.
3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing Of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or non-renewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Common Policy Condition is completely replaced by the following:

Ending This Policy

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect 60 days or less and is not a renewal or continuation policy, we may cancel the entire policy by mailing to the first Named Insured written notice at least 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph 3. below. We will provide the first Named Insured with 20 days written notice if we cancel for any other reason.
3. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for any of the reasons, listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - e. Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last

annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

- f. Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - g. A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code;
 - h. Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the "insured" will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. However, if we cancel for this reason, the first Named Insured may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. We will also send a copy of this notice, simultaneously, to the Department of Financial Services; or
 - i. Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto", other than a suspension issued pursuant to Subdivision (1) of Section 510(b) of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
4. Regardless of the number of days this policy has been in effect, if:
- a. This policy covers "autos" subject to the provisions of Section 370 (a) and (b) of the New York Vehicle and Traffic Law; and
 - b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason;

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. The effective date of cancellation stated in the notice shall become the end of the policy period.
7. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

B. Notices Of Nonrenewal And Conditional Renewal

1. If we decide not to renew or continue this policy, we will send notice as provided in Paragraph 3. below.
2. If we conditionally renew this policy upon:
- a. A change of limits;
 - b. A change in type of coverage;
 - c. A reduction of coverage;
 - d. An increased deductible;
 - e. An addition of exclusion; or
 - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating or audit;

we will send notice as provided in Paragraph 3. below.

3. If we decide not to renew or continue this policy, or to conditionally renew this policy as provided in Paragraphs 1. and 2. above, we will mail the first Named Insured notice at least 60 but not more than 120 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date.

4. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that you have replaced this policy or no longer want it.
 5. Any notice of nonrenewal or conditional renewal will be mailed to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
 6. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase, and description of any other changes.
 7. If we violate any of the provisions of Paragraph 3., 5. or 6. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - a. And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel.
 - b. And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
 8. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - a. Upon expiration of the 60-day period, unless Subparagraph b. below applies; or
 - b. Notwithstanding the provisions in Paragraphs 7.a. and 7.b., as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- C. Paragraph C.1. **Aggregate Limit Of Insurance - Garage Operations - Other Than Covered "Autos"** is amended as follows:
1. The Aggregate Limit Of Insurance - "Garage Operations" - Other Than Covered "Autos" as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Section II, Paragraph B.7. above.
 2. The last sentence of Aggregate Limits - "Garage Operations" - Other Than Covered "Autos" does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

EMPLOYEE HIRED AUTOSCOMMERCIAL AUTO
CA 20 54 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

C. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms Paragraph **5.d.** of the **Other Insurance — Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph **5.f** of the **Other Insurance — Primary and Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

NEW YORK MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

COMMERCIAL AUTO
CA 22 32 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, as follows:

Section I

Mandatory Personal Injury Protection

The Company will pay first-party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period and within the United States of America, its territories or possessions, or Canada.

First-party Benefits

First-party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits, or disability benefits under article 9 of the New York Workers' Compensation Law;
- (c) The amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first-party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

- (a) Medical, hospital (including services rendered in compliance with article 41 of the Public Health Law, whether or not such services are rendered directly by a hospital), surgical, nursing, dental, ambulance, X-ray, prescription drug and prosthetic services;

- (b) Psychiatric, physical and occupational therapy and rehabilitation;
- (c) Any nonmedical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
- (d) Any other professional health services.

These medical expenses will not be subject to a time limitation, provided that, within one year after the date of the accident, it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of section 5108 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to a maximum payment of \$2,000 per month for a maximum period of three years from the date of the accident:

- (a) Loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle or a motorcycle, shall not be entitled to receive first-party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
- (b) Reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$2,000.

Eligible Injured Person

Subject to the exclusions and conditions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle;
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle, while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle; or
- (d) Any New York State resident who sustains personal injury arising out of the use or operation of the insured motor vehicle outside of New York State while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) The named insured while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (c) The named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect; however, this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;

- (d) Any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his or her own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and the conviction is a final determination, the Company has a cause of action against such person for the amount of first-party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to that person to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if the conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.
- (i) The named insured or relative while not occupying a motor vehicle or a motorcycle when struck by a motorcycle in New York State with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is in effect;

- (j) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State if such resident is the owner or a relative of the owner of a motor vehicle insured under another policy providing the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act;
- (k) Any New York State resident, other than the named insured or relative injured through the use or operation of the insured motor vehicle outside of New York State, if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect.

Other Definitions

When used in reference to this coverage:

- (a) The "insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of this policy applies and for which a specific premium is charged;
- (b) "Motorcycle" means a vehicle as defined in section 123 of the New York Vehicle and Traffic Law and which is required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law;
- (c) "Motor vehicle" means a motor vehicle, as defined in section 311 of the New York Vehicle and Traffic Law, and also includes fire and police vehicles, but shall not include any motor vehicle not required to carry financial security pursuant to article 6, 8 or 48-A of the Vehicle and Traffic Law, or a motorcycle as defined above;
- (d) "Named insured" means the person or organization named in the Declarations;
- (e) "Occupying" means in or upon or entering into or alighting from;
- (f) "Personal injury" means bodily injury, sickness or disease;
- (g) "Relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the insured's household, including any such person who regularly resides in the household, but is temporarily living elsewhere; and
- (h) "Use or operation" of a motor vehicle or a motorcycle includes the loading or unloading of such vehicle.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable, but in no event more than 30 days after the date of the accident, unless the eligible injured person submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. If an eligible injured person or that person's legal representative institutes a proceeding to recover damages for personal injury under section 5104(b) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or that person's legal representative.

Proof of Claim; Medical, Work Loss, and Other Necessary Expenses. In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable but, in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (a) Execute a written proof of claim under oath;
- (b) As may reasonably be required submit to examinations under oath by any person named by the Company and subscribe the same;
- (c) Provide authorization that will enable the Company to obtain medical records; and
- (d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.

Arbitration. In the event any person making a claim for first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Financial Services.

Reimbursement and Trust Agreement. To the extent that the Company pays first-party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under section 5104(b) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first-party benefits. An eligible injured person shall:

- (a) Hold in trust, for the Company, all rights of recovery which that person shall have for personal injury under section 5104(b) of the New York Insurance Law;
- (b) Do whatever is proper to secure, and shall do nothing to prejudice, such rights; and
- (c) Execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

An eligible injured person shall not compromise an action to recover damages brought under section 5104(b) of the New York Insurance Law, except:

- (a) With the written consent of the Company;
- (b) With approval of the court; or
- (c) Where the amount of the settlement exceeds \$50,000.

Other Coverage. Where more than one source of first-party benefits required by article 51 of the New York Insurance Law and article 6 or 8 of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first-party benefits. An eligible injured person shall not recover duplicate benefits for the same elements of loss under this coverage or any other mandatory first-party motor vehicle or no-fault motor vehicle insurance coverage issued in compliance with the laws of another state.

If the eligible injured person is entitled to benefits under any such mandatory first-party motor vehicle or no-fault motor vehicle insurance for the same elements of loss under this coverage, this Company shall be liable only for an amount equal to the proportion that the total amount available under this coverage bears to the sum of the amount available under this coverage and the amount available under such other mandatory insurance for the common elements of loss. However, where another state's mandatory first-party or no-fault motor vehicle insurance law provides unlimited coverage available to an eligible injured person for an element of loss under this coverage, the obligation of this Company is to share equally for that element of loss with such other mandatory insurance until the \$50,000, or \$75,000 if Optional Basic Economic Loss (OBEL) coverage is purchased, limit of this coverage is exhausted by the payment of that element of loss and any other elements of loss.

Section II

Excess Coverage

If motor vehicle medical payments coverage or any disability coverages or uninsured motorists coverage are afforded under this policy, such coverages shall be excess insurance over any Mandatory PIP, OBEL or Additional PIP benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle No-Fault insurance policy.

Section III

Constitutionality

If it is conclusively determined by a court of competent jurisdiction that the New York Comprehensive Motor Vehicle Insurance Reparations Act, or any amendment thereto, is invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Financial Services, the Company may amend this policy and may also recompute the premium for the existing or amended policy.

These amendments and recomputations will be effective retroactively to the date that such act or any amendment is deemed to be invalid or unenforceable in whole or in part.

NEW YORK SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS ENDORSEMENT

COMMERCIAL AUTO
CA 31 07 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

We, the company, agree with you, as the named insured, in return for payment of the premium for this coverage, to provide Supplementary Uninsured/Underinsured Motorists (SUM) coverage, subject to the following terms and conditions:

INSURING AGREEMENTS

1. Definitions

For purposes of this SUM endorsement, the following terms have the following meanings.

a. Insured

The unqualified term "insured" means:

- (1) You, as the named insured and, while residents of the same household, your spouse and the relatives of either you or your spouse;
- (2) Any person while acting in the scope of that person's duties for you, except with respect to the use and operation by such person of a motor vehicle not covered under this policy, where such person is:
 - (a) Your employee and you are a fire department;
 - (b) Your member and you are a fire company, as defined in General Municipal Law section 100;
 - (c) Your employee and you are an ambulance service, as defined in Public Health Law section 3001; or
 - (d) Your member and you are a voluntary ambulance service, as defined in Public Health Law, section 3001;
- (3) Any other person while occupying:
 - (a) A motor vehicle insured for SUM under this policy; or
 - (b) Any other motor vehicle while being operated by you or your spouse; and
- (4) Any person, with respect to damages such person is entitled to recover, because of bodily injury to which this coverage applies sustained by an insured under Paragraph (1), (2) or (3) above.

b. Bodily Injury

The term "bodily injury" means bodily harm, including sickness, disease or death resulting therefrom.

c. Uninsured Motor Vehicle

The term "uninsured motor vehicle" means a motor vehicle that, through its ownership, maintenance or use, results in bodily injury to an insured, and for which:

- (1) No bodily injury liability insurance policy or bond applies to such vehicle (including a vehicle that was stolen, operated without the owner's permission, or unregistered) at the time of the accident; or
- (2) Neither owner nor driver can be identified (including a hit-and-run vehicle), and which causes bodily injury to an insured by physical contact with the insured or with a motor vehicle occupied by the insured at the time of the accident, provided that:
 - (a) The insured or someone on the insured's behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles and shall have filed with the Company a statement under oath that the insured or the insured's legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (b) At the request of the Company, the insured or the insured's legal representative makes available for inspection the automobile the insured was occupying at the time of the accident; or
- (3) There is a bodily injury liability insurance coverage or bond applicable to such motor vehicle at the time of the accident, but:
 - (a) The amount of such insurance coverage or bond is less than the third-party bodily injury liability limit of this policy; or

- (b) The amount of such insurance coverage or bond has been reduced, by payments to other persons injured in the accident, to an amount less than the third-party bodily injury liability limit of this policy; or
- (c) The insurer writing such insurance coverage or bond denies coverage, or such insurer is or becomes insolvent.

The term "uninsured motor vehicle" does not include a motor vehicle that is:

- (1) Insured under the liability coverage of this policy; or
- (2) Owned by you, as the named insured, or your spouse residing in your household; or
- (3) Self-insured within the meaning of the financial responsibility law of the state in which the motor vehicle is registered, or any similar state or federal law, to the extent that the required amount of such coverage is equal to, or greater than, the third-party bodily injury liability limits of this policy; or
- (4) Owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing; or
- (5) A land motor vehicle or trailer, while located for use as a residence or premises and not as a vehicle, or while operated on rails or crawler-treads; or
- (6) A farm type vehicle or equipment designed for use principally off public roads, except while actually upon public roads.

d. Occupying

The term "occupying" means in, upon, entering into, or exiting from a motor vehicle.

e. State

The term "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

2. Damages For Bodily Injury Caused By Uninsured Motor Vehicles

We will pay all sums that the insured or the insured's legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, caused by an accident arising out of such uninsured motor vehicle's ownership, maintenance or use, subject to the Exclusions, Conditions, Limits and other provisions of this SUM endorsement.

3. SUM Coverage Period And Territory

This SUM coverage applies only to accidents that occur:

- a. During the policy period shown in the Declarations; and
- b. In the United States, its territories or possessions, or Canada.

EXCLUSIONS

This SUM coverage does not apply:

- 1. To bodily injury to an insured, including care or loss of services recoverable by an insured, if such insured, such insured's legal representatives, or any person entitled to payment under this coverage, without our written consent, settles any lawsuit against any person or organization that may be legally liable for such injury, care or loss of services, but this provision shall be subject to Condition 10.
- 2. To bodily injury to an insured incurred while occupying a motor vehicle owned by that insured, if such motor vehicle is not insured for SUM coverage by the policy under which a claim is made, or is not a newly acquired or replacement motor vehicle covered under the terms of this policy.
- 3. For non-economic loss, resulting from bodily injury to an insured and arising from an accident in New York State, unless the insured has sustained serious injury as defined in Section 5102(d) of the New York Insurance Law.

CONDITIONS

1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to this SUM coverage except: "Duties In The Event Of Accident, Claim, Suit Or Loss"; "Fraud"; and "Ending This Policy" if applicable.

2. Notice And Proof Of Claim

As soon as practicable, the insured or other person making claim shall give us written notice of claim under this SUM coverage.

As soon as practicable after our written request, the insured or other person making claim shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details we need to determine the SUM amount payable.

The insured and every other person making claim hereunder shall, as may reasonably be required, submit to examinations under oath by any person we name and subscribe the same. Proof of claim shall be made upon forms we furnish unless we fail to furnish such forms within 15 days after receiving notice of claim.

3. Medical Reports

The insured shall submit to physical examinations by physicians we select when and as often as we may reasonably require. The insured, or in the event of the insured's incapacity, such insured's legal representative (or in the event of such insured's death, the insured's legal representative or the person or persons entitled to sue therefor), shall upon each request from us authorize us to obtain relevant medical reports and copies of relevant records.

4. Notice Of Legal Action

If the insured or such insured's legal representative brings any lawsuit against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with the lawsuit shall be forwarded immediately to us by the insured or the insured's legal representative.

5. SUM Limit

The SUM limit payable under this SUM endorsement shall be:

- a. The SUM limit stated in the Declarations; or
- b. If the bodily injury results in death, we will provide a SUM limit of the higher of the SUM limit stated in the Declarations, or \$50,000 for such bodily injury resulting in death sustained by one person as the result of any one accident and, subject to this per person limit, \$100,000 for such bodily injury resulting in death sustained by two or more persons as the result of any one accident.

6. Maximum SUM Payments

Regardless of the number of insureds, our maximum payment under this SUM endorsement shall be the difference between:

- a. The SUM limit; and
- b. The motor vehicle bodily injury liability insurance or bond payments received by the insured or the insured's legal representative, from or on behalf of all persons that may be legally liable for the bodily injury sustained by the insured.

The SUM limit shown on the Declarations is the amount of coverage for all damages due to bodily injury in any one accident.

7. Non-Stacking

Regardless of the number of vehicles involved, persons covered, claims made, vehicles or premiums shown in this policy, or premium paid, the limits, whether for uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage, shall never be added together or combined for two or more vehicles to determine the extent of insurance coverage available to an insured injured in the same accident.

8. Priority Of Coverage

If an insured is entitled to uninsured motorists coverage or supplementary uninsured/underinsured motorists coverage under more than one policy, the maximum amount such insured may recover shall not exceed the highest limit of such coverage for any one vehicle under any one policy, and the following order of priority shall apply:

- a. A policy covering a motor vehicle occupied by the injured person at the time of the accident;
- b. A policy covering a motor vehicle not involved in the accident under which the injured person is a named insured; and
- c. A policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Coverage available under a lower priority policy applies only to the extent that it exceeds the coverage of a higher priority policy.

9. Exhaustion Required

Except as provided in Condition 10., we will pay under this SUM coverage only after the limits of liability have been used up under all motor vehicle bodily injury liability insurance policies or bonds applicable at the time of the accident in regard to any one person who may be legally liable for the bodily injury sustained by the insured.

10. Release Or Advance

In accidents involving the insured and one or more negligent parties, if such insured settles with any such party for the available limit of the motor vehicle bodily injury liability coverage of such party, release may be executed with such party after thirty calendar days actual written notice to us, unless within this time period we agree to advance such settlement amounts to the insured in return for the cooperation of the insured in our lawsuit on behalf of the insured.

We shall have a right to the proceeds of any such lawsuit equal to the amount advanced to the insured and any additional amounts paid under this SUM coverage. Any excess above those amounts shall be paid to the insured.

An insured shall not otherwise settle with any negligent party, without our written consent, such that our rights would be impaired.

11. Non-Duplication

This SUM coverage shall not duplicate any of the following:

- a. Benefits payable under workers' compensation or other similar laws;
- b. Non-occupational disability benefits under article nine of the Workers' Compensation Law or other similar law;
- c. Any amounts recovered or recoverable pursuant to article fifty-one of the New York Insurance Law or any similar motor vehicle insurance payable without regard to fault;
- d. Any valid or collectible motor vehicle medical payments insurance; or
- e. Any amounts recovered as bodily injury damages from sources other than motor vehicle bodily injury liability insurance policies or bonds.

12. Arbitration

If any insured making claim under this SUM coverage and we do not agree that such insured is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured, or do not agree as to the amount of payment that may be owing under this SUM coverage, then, at the option and upon written demand of such insured, the matter or matters upon which such insured and we do not agree shall be settled by arbitration, administered by the American Arbitration Association, pursuant to procedures prescribed or approved by the Superintendent of Financial Services for this purpose.

If, however, the maximum amount of SUM coverage provided by this endorsement equals the amount of coverage required to be provided by section 3420(f)(1) of the New York Insurance Law and Article 6 or 8 of the New York Vehicle and Traffic Law, then such disagreement shall be settled by such arbitration procedures upon written demand of either the insured or us.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and any such insured and we each agree to be bound by any award made by the arbitrator as to this SUM coverage. For purposes of this Condition, the term "insured" includes any person authorized to act on behalf of the insured.

13. Subrogation

If we make a payment under this SUM coverage, we have the right to recover the amount of this payment from any person legally responsible for the bodily injury or loss of the person to whom, or for whose benefit, such payment was made to the extent of the payment. The insured or any person acting on behalf of the insured must do whatever is necessary to transfer this right of recovery to us. Except as permitted by Condition 10., such person shall do nothing to prejudice this right.

14. Payment Of Loss By Company

We shall pay any amount due under this SUM coverage to the insured or, at our option, to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

15. Action Against Company

No lawsuit shall lie against us unless the insured or the insured's legal representative has first fully complied with all the terms of this SUM coverage.

16. Survivor Rights

If you or your spouse, if a resident of the same household, dies, this SUM coverage shall cover:

- a. The survivor as named insured;
- b. The decedent's legal representative as named insured, but only while acting within the scope of such representative's duties as such; and
- c. Any relative who was an insured at the time of such death.

PHYSICAL DAMAGE COVERAGE

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement amends PHYSICAL DAMAGE COVERAGE section of the above coverage form, effective on the inception date of the policy or as indicated above, by adding the following paragraph:

"At your option, for glass losses only, any Comprehensive Coverage deductible shown in the declarations will not apply if the glass is satisfactorily repaired rather than replaced.

However, will not waive this deductible if it is equal to or greater than the replacement cost of the glass."

CA 70 38 07 90

INSURED'S COPY

ELITEPAC

COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35NY 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Supplemental Schedule is provided when the BUSINESS AUTO COVERAGE FORM includes the Commercial Automobile Extension endorsement **CA 77 35NY**. This Schedule supplements the Business Auto Declarations.

EXTENSIONS OF COVERAGE AND ADDITIONAL COVERAGES

DESCRIPTION

Limited Liability Companies	Coverage Extension
Newly Acquired Or Formed Organizations	Coverage Extension
Employees - Non-Ownership	Coverage Extension
Non-Ownership Extension - Public Entities	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Limit of Insurance
Loss Of Earnings	\$1,000 Per Day Limit of Insurance
Employer's Liability Amendment	Coverage Extension
Fellow Employee Amendment	Coverage Extension
Care, Custody Or Control Amendment	Coverage Extension
Towing And Labor	Coverage Extension
Glass Breakage	Coverage Extension
Hired Car Physical Damage Coverage	Coverage Extension
Auto Loan/Lease Gap Coverage - (Loan/Lease Gap Not Available in New York)	Coverage Extension
Personal Effects	\$500 Limit of Insurance
Deductible Reimbursement - Public Entities	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum \$1,800 Limit of Insurance
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension

DESCRIPTION

Limit Of Insurance	Coverage Extension
Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System	Coverage Extension
Limit Of Insurance	Coverage Extension
Multiple Deductibles	Coverage Extension
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver Of Subrogation	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us	Coverage Extension
Mental Anguish - (Not Applicable in New York)	Definition
Permanently Attached Equipment	Definition
Volunteer Worker	Definition

ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35NY 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

Amendments to **SECTION II — LIABILITY COVERAGE**

Limited Liability Companies

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- d. If you are a limited liability company, you are an Insured for any covered "auto." The provisions of **WHO IS AN INSURED** applicable to anyone else using a covered "auto" you own, hire or borrow, also apply to limited liability companies. Your members and managers are also "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you. But, members or managers are not an insured for any covered "autos" owned by them or members of their household.

Newly Acquired Or Formed Organizations

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Employees - Non-Ownership

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- f. Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Non-Ownership Extension - Public Entities

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- g. Any board member or other elected or appointed official, member of the administrative staff, student teacher or other authorized volunteer or member is an "insured" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you as a School, Municipality or other Governmental Entity, or Emergency Services Organization. Anyone who supplies that "auto" is also an "insured."

Blanket Additional Insureds

The following is added to **SECTION II, A. 1. — Who Is An Insured**:

- h. Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

Expenses For Bail Bonds And Loss Of Earnings

The following modifies **SECTION II, A. 2. a. — Supplementary Payments**:

Paragraphs (2) and (4) of **SECTION II, A. 2. a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings because of time off from work.

Employer's Liability Amendment

The following is added to **SECTION II, B. 4. — Exclusions**:

- c. This exclusion also does not apply to any "volunteer worker."

For Fire Companies, Ambulance Squads and Rescue Squads, the Employee Indemnification and Employer's Liability exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Fellow Employee Amendment

The following is added to **SECTION II, B. 5. — Exclusions**:

For "insureds" Other Than Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

For Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Care, Custody Or Control Amendment

The following is added to **SECTION II, B. 6. — Exclusions**:

The Care, Custody Or Control exclusion does not apply to property not owned by any insured, subject to the following:

1. The most we will pay under this exception for any one accident is \$1,000; and
2. A deductible of \$500 per accident applies to this exception.

Amendments to SECTION III — PHYSICAL DAMAGE COVERAGE**Towing And Labor**

The following modifies **SECTION III, A. 2. — Towing**
SECTION III, A. 2. — Towing is deleted and replaced with the following:

We will pay all reasonable towing and labor costs up to \$75 each time a covered Private Passenger Type Vehicle, Social Service Van, Social Service Bus or Light Truck is disabled and up to \$150 per disablement for Medium Weight Trucks. For labor charges to be reimbursable however, the labor must be performed at the place of disablement.

Glass Breakage

The following is added to **SECTION III, A. 3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects**:

- d. If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Hired Car Physical Damage Coverage

The following is added to **SECTION III — PHYSICAL DAMAGE COVERAGE**, Paragraph **A. 4. Coverage Extensions**:

- c. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:
1. \$75,000; or
 2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
 - (d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
 - (e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$750 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

Auto Loan/Lease Gap Coverage - (Loan/Lease Gap Not Available in New York)

The following is added to **SECTION III, A. 4. — Coverage Extensions**:

- d. If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay the difference between amounts you owe under the lease terms or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto."

Personal Effects

The following is added to of **SECTION III, A. 4. — Coverage Extensions**:

- e. If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule, without application of a deductible, for personal effects that are stolen with that covered "auto." Personal effects do not include jewelry, tools, money or securities. This coverage is excess over any other collectible insurance.

The Following is added to **SECTION III, A. 4. — Coverage Extensions**:

- f. If you are a Board of Education, Municipality or other Governmental Entity, or Volunteer Emergency Services Organization, we will pay up to \$1,000 or the amount of the deductible under any auto policy available to your volunteer or employee, whichever is less, for any "loss" described in this section to any "auto" owned or used by a volunteer or employee while en route to and during any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by your organization.

Additional Transportation Expenses

The following modifies **SECTION III, A. 4. a. — Transportation Expenses**

SECTION III, A. 4. a. — Transportation Expenses is deleted in its entirety and replaced with the following:

- a. We will pay up to the Maximum Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for temporary transportation expense incurred by you because of any "losses" to covered "autos," but only if the covered "autos" carry the coverages and meet the requirements described in 1. or 2. below:
 1. We will pay the above temporary transportation expense for total theft of a covered "auto" if you carry either Comprehensive or Specified Causes of Loss Coverage. We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."
 2. For "loss" other than the total theft to a covered "auto" under Comprehensive Coverage or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto," we will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto," or 30 days. This provision 2. of this Extension does not apply while there are spare or reserve "autos" available to you for your operations.

Airbag Coverage

The following is added to **SECTION III, B. 3. a. — Exclusions:**

However, this exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Expanded Audio, Visual, And Data Electronic Equipment

SECTION III, B. 4. — Exclusions does not apply to the following:

1. Global Positioning Systems; and
2. Equipment designed solely for the reproduction of sound and/or video, and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in the covered "auto" at the time of the loss;
 - b. Removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss";

- c. Designed to be solely operated by use of the power from the "auto's" electrical system; or
- d. Designed to be solely to be used in or upon the covered "auto."

A minimum deductible of \$50.00 will apply to each "loss".

LIMIT OF INSURANCE

THE FOLLOWING MODIFIES SECTION III, C. — LIMITS OF INSURANCE

SECTION III, C. — LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. If you are a Municipality or other Governmental Entity, or an Emergency Services Organization:
 - a. The cost to replace the entire covered "auto" and its "permanently attached equipment", for covered "autos" designated in the schedule as being insured on either a stated amount or value guard basis as of the time of the "loss," with a comparable new "auto" and "permanently attached equipment" manufactured to current standards set by nationally recognized organizations such as, but not limited to, NFPA or the US Department of Transportation; but, the most we will pay under this paragraph for owned or leased "autos" you acquire after the policy begins and not described in the declarations is the least of items 1., 2., or 3.a. of this section; or
 - b. (This provision does not apply in New York.) The additional repair or replacement costs necessary to customize the damaged covered "auto" with permanently installed equipment of like kind and quality, without deduction for depreciation, if the "auto" is specifically outfitted for use by chiefs, captains, police, administrators and others in comparable positions and is scheduled, but the "auto" is not designated on the schedule as being insured on an agreed-value basis. We will also pay under this provision for the cost of installation onto a replacement "auto" if the covered "auto" is not repairable, and we will pay for property owned by "you" that is permanently installed in an "auto" not owned by you.

Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System

The following is added to **SECTION III, D. — Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% to no less than \$50.00 for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

Amendments To SECTION IV — BUSINESS AUTOMOBILE CONDITIONS**Multiple Deductibles**

The following is added to **SECTION IV, A. — Loss Conditions:**

6. If a Comprehensive, Collision or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more "covered autos," only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any "covered autos" for which you do not carry such coverage.

Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, A. 2. a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident," claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such, "accident," claim, "suit" or "loss" do not apply until the "accident," claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

Waiver Of Subrogation

The following modifies **SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others:**

SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of a covered "auto" only when you have assumed liability for such "bodily injury" or "property damage" under "insured contract." In all other respects, if a person or organization to or from whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

Concealment, Misrepresentation Or Fraud

The following is added to **SECTION IV, B. 2. — Concealment, Misrepresentation Or Fraud:**

- e. If you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

Policy Period, Coverage Territory

The following modifies **SECTION IV, B. 7. — General Conditions:**

SECTION IV, B. 7. — Policy Period, Coverage Territory is modified as follows:

The definition of coverage territory is amended to include anywhere in the world for covered "autos" hired on a short term (30 days or less) basis. The "insured's" responsibility to pay damages must be determined in a "suit" brought in:

1. The United States of America;
2. The territories or possessions of the United States of America;
3. Puerto Rico; or
4. Canada; or

in a settlement we agree to.

The following modifies **SECTION IV, B. 8. — General Conditions:**

SECTION IV, B. 8. — Two Or More Coverage Forms Or Policies Issued By Us — Deductibles is deleted in its entirety and replaced with the following:

8. Two Or More Coverage Forms Or Policies Issued By Us

If a “loss” covered under this Coverage Part also involves a “loss” to other property from the same “accident,” which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the “accident”.

A minimum deductible of \$50.00 for Comprehensive and \$100 for Collision will apply to each “loss”.

Amendments to **SECTION V — DEFINITIONS**

The following is added to **SECTION V — DEFINITIONS:**

Q. Mental Anguish

(This provision does not apply in New York.) For jurisdictions other than New York, the definition of “bodily injury” is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be “bodily injury.”)

R. Permanently Attached Equipment

“Permanently attached equipment” means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the “auto”. Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire fighting and/or rescue related equipment, shall not be construed as “permanently attached equipment”.

S. Volunteer Worker

“Volunteer worker” is a person who performs business duties for you, for no financial or other compensation.

LIMITED MOBILE EQUIPMENT COVERAGECOMMERCIAL AUTO
CA 77 74 07 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the “mobile equipment” definition under **SECTION V — DEFINITIONS** will be treated as an “auto” solely under **SECTION II — LIABILITY COVERAGE** but only to the extent the “mobile equipment”: (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the “mobile equipment” described in the foregoing sentence.

This endorsement does not provide coverage for any “mobile equipment” under **SECTION III — PHYSICAL DAMAGE COVERAGE** unless that “mobile equipment” is specifically scheduled as a covered “auto” and a premium charge is made for that “mobile equipment” as a covered “auto” in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or “mobile equipment” shall never be treated as an “auto” under this endorsement unless the vehicle is specifically scheduled as a covered “auto” and a premium charge is made for that vehicle as a covered “auto” in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.

NEW YORK CHANGES - CANCELLATION AMENDATORY ENDORSEMENT

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

The following is added to the CANCELLATION conditions, Form **CA 02 25**:

- A.7.** If one of the reasons for cancellation in paragraph A.3. exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

CA 80 06 10 94

INSURED'S COPY

AUTO MEDICAL PAYMENTS COVERAGECOMMERCIAL AUTO
CA 99 03 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance — Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

LOSS PAYABLE CLAUSE

COMMERCIAL AUTO
CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto."
- B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Previous Policy Number
S 2056307

Policy Number
S 2056307

COMMERCIAL INLAND MARINE DECLARATIONS

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: DECEMBER 25, 2014	
Insurance is provided only for those coverages shown in the following coverage schedule.			
C o v e r a g e S c h e d u l e			
Coverage		Premium	
INSTALLATION FLOATER		\$680.00	
CONTRACTORS' EQUIPMENT		\$2,506.00	
MISCELLANEOUS PROPERTY - TOOLS		\$900.00	
Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"		Premium Amount \$4,168.00 (This premium may be subject to adjustment.)	

Previous Policy Number

S 2056307

Policy Number

S 2056307

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS CONTRACTORS EQUIPMENT COVERAGE

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: DECEMBER 25, 2014
Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.	
SCHEDULE	
SCHEDULE OF EQUIPMENT	
<u>Item No.</u>	<u>Description of Equipment (including Serial No.)</u>
<u>Limit of Insurance</u>	
1	2001 NEW HOLLAND BOBCAT
2	AIR PALCO GROUT PUMP
3	24' M SERIES POWER UNIT W GUARD RAILS AND HARDWARE 24M3436
4	18' BRIDGE W GUARD RAILS AND HARDWARE 18B8024 & 18B9325
5	5' TOWERS KITS NEW STYLE TOGGLE BELTS PART#TW60-55
6	IMER READYMAN MORTARMIXER MODEL COD 1194500 SERIAL #00009628
7	CLARKE FLOOR SCRUBBER MODEL 05400A
8	EDCO SINGLE DISC GRINDER SERIAL #080210124
9	JLG SCISSOR LIFT SERIAL # 273429
10	RAIMONDI FLOOR GROUT CLEANER MODEL MERTA ADV
11	EVOLUTION RING WET SAW
12	EDCO 3 DISC GRINDER
13	EDCO DOUBLE HEAD GRINDER
14	2 EDCO VACUUMS
15	1982 MITSUBISHI FORKLIFT
16	EDCO SCARIFIER 480V 30AMP MODEL 4GC-13P SERIAL# 120510042
CONTINUED ON SCHEDULE: CM-7133	
TOTAL	
ALL COVERED PROPERTY AT ALL LOCATIONS	
\$401,273	
\$401,273	
DEDUCTIBLE	
The Deductible amount is \$500. unless otherwise stated	
\$1,000	
RATES & PREMIUM	
Premium for this Coverage Form	
\$2,506.00	
Annual Rate for this Coverage Form	
\$0.500	
SPECIAL PROVISIONS (If Any)	

Previous Policy Number

S 2056307

Policy Number

S 2056307

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS INSTALLATION FLOATER COVERAGE

Policy Effective Date: DECEMBER 25, 2014

Coverage Effective Date: DECEMBER 25, 2014

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. PROPERTY AT "JOB SITE"

<u>Loc. No.</u>	<u>Bldg. No.</u>	<u>Description</u>	<u>Limit of Insurance</u>
		MASONRY/TILE	\$10,000

B. PROPERTY IN TRANSIT

\$10,000

C. PROPERTY AT ANY TEMPORARY STORAGE LOCATION

\$10,000

D. "FLOOD" IN THE AGGREGATE IN ANY ONE POLICY PERIOD

NOT COVERED

E. "EARTHQUAKE" IN THE AGGREGATE IN ANY ONE POLICY PERIOD

NOT COVERED

F. ALL COVERED PROPERTY AT ALL LOCATIONS

\$10,000

DEDUCTIBLE

The Deductible amount for "Flood" is \$25,000.
unless otherwise stated

The Deductible amount for "Earthquake" is \$25,000.
unless otherwise stated

The Deductible amount for all other Covered Causes of "Loss"
is \$500. unless otherwise stated

RATES & PREMIUM

A. NONREPORTING

Rate \$0.020

Annual Premium

\$680.00

B. REPORTING

1. Deposit Premium
2. Minimum Annual Premium
3. Reporting Period
4. Premium Adjustment Period
5. Premium Base
6. Rates

SPECIAL PROVISIONS (If Any)

NONE

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS MISCELLANEOUS PROPERTY - TOOLS COVERAGE

Policy Effective Date: DECEMBER 25, 2014

Coverage Effective Date: DECEMBER 25, 2014

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. SCHEDULED PROPERTY

Description of Property

Limit of Insurance

Total

B. UNSCHEDULED PROPERTY

Description of Property

MISC UNSCHEDULED PROPERTY

Any One Item

\$1,000

Total

\$60,000

C. ALL COVERED PROPERTY AT ALL LOCATIONS

\$60,000

DEDUCTIBLE

The Deductible amount is \$500. unless otherwise stated

RATES & PREMIUM

Rate

Premium

A. SCHEDULED PROPERTY

N/A

N/A

B. UNSCHEDULED PROPERTY

\$1.500

\$900.00

TOTAL PREMIUM FOR THIS COVERAGE FORM

\$900.00

SPECIAL PROVISIONS (If Any)

COMMERCIAL INLAND MARINE SCHEDULE

SCHEDULE OF EQUIPMENT

<u>Item No.</u>	<u>Description of Equipment including Serial No.)</u>	<u>Limit of Insurance</u>
17	VAPORLUX STEAMER SERIAL# 003621	\$3,900
18	2006 TEREX FORKLIFT MODEL TH842C UNIT N35886	\$74,290
19	2007 CATERPILLAR FORKLIFT TL1255 SERIAL#TBN00196	\$60,000
20	VARIOUS HYDROMOBILE SCAFFOLDING EQUIP PER DOC #4S-330-368-3	\$110,500

CONTRACTORS EQUIPMENT LEASED/RENTED UNSCHEDULED EQUIPMENT

POLICY NUMBER: S 2056307

COMMERCIAL INLAND MARINE
CM 71 15 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

SCHEDULE

Leased/Rented Unscheduled Contractors Equipment		Limit of Insurance
	Any One Item	\$200,000
	Total	\$200,000
Deposit Premium	\$500.00	
Minimum Annual Premium	\$250.00	
Rate per \$100 of Rental Fees	\$1.000	

A. COVERAGE

We will cover "loss" as a result of a Covered Cause of Loss to unscheduled contractors equipment in your care, custody or control that you lease, rent or borrow from others. The most we will pay for "loss" to such unscheduled contractors equipment under this coverage is the applicable Limit of Insurance shown in the above Schedule.

B. REPORTING CONDITIONS

If this coverage is written on a reporting basis as specified in Special Provisions in the Declarations, the following will apply:

1. Reports

- a. Within 30 days after the end of the policy period, you must report to us the total amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others during the policy period.
- b. If you fail to submit the report(s) required by Subparagraph a. above, the most we will pay is 90% of the limit(s) shown in the above Schedule.
- c. If your last report before a "loss" indicates less than the actual amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others, we will not pay a greater portion of the "loss", prior to the application of the deductible, than the total amount of your expenditures you reported divided by your actual amount of your expenditures during the reporting period.

- d. We will not pay more than the applicable limit shown in the above Schedule.

2. Premium Computation

The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying your total expenditures used in your report by the rate shown in the above Schedule.

3. Premium Adjustment

We will compare the total computed premium to the Deposit Premium shown in the above Schedule. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

4. Minimum Premium

You must pay at least the Minimum Annual Premium shown in the above Schedule.

5. Cancellation

If this coverage is cancelled, you must report the amount of your expenditures you paid on the unscheduled contractors equipment that you leased, rented or borrowed from others up to and including the date of cancellation. We will compute the premium as provided above.

C. COINSURANCE

The Coinsurance condition of the Contractors Equipment Coverage Form does not apply to property to which this endorsement applies.

CONTRACTORS EQUIPMENT LOSS PAYEE SCHEDULE

POLICY NUMBER: S 2056307

COMMERCIAL INLAND MARINE
CM 71 95 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

Name of Person or Organization

GREAT LAKES SCAFFOLDING INC
363 EASTERN BLVD
WATERTOWN, NY 13601

Item (see CM 70 96)

00020

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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CM 71 95 01 09

INSURED'S COPY

COMMERCIAL INLAND MARINE CONDITIONS**COMMERCIAL INLAND MARINE
CM 00 01 06 95**

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS**A. ABANDONMENT**

There can be no abandonment of any property to us.

B. APPRAISAL

If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss". Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.

5. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.

6. Permit us to inspect the property and records proving "loss"

7. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. In such event your answers must be signed.

8. Send us a signed, sworn statement of "loss" containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Promptly send us any legal papers or notices received concerning the "loss".

10. Cooperate with us in the investigation or settlement of the claim.

D. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".

E. LOSS PAYMENT

We will pay or make good any "loss" covered under this Coverage Part within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

F. OTHER INSURANCE

If you have other insurance covering the same "loss" as the insurance under this Coverage Part, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

G. PAIR SETS OR PARTS

1. Pair or Set. In case of "loss" to any part of a pair or set we may:
 - a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
 - b. Pay the difference between the value of the pair or set before and after the "loss".
2. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. PRIVILEGE TO ADJUST WITH OWNER

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this insurance.

I. RECOVERIES

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

J. REINSTATEMENT OF LIMIT AFTER LOSS

The Limit of Insurance will not be reduced by the payment of any claim except for total "loss" of a scheduled item, in which event we will refund the unearned premium on that item.

K. Transfer OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

GENERAL CONDITIONS**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the "loss".

C. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

D. POLICY PERIOD

We cover "loss" commencing during the policy period shown in the Declarations.

E. VALUATION

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before "loss"; or
3. The cost of replacing that property with substantially identical property.

In the event of "loss" the value of property will be determined as of the time of "loss".

CONTRACTORS EQUIPMENT COVERAGE FORM

COMMERCIAL INLAND MARINE
CM 70 97 03 12

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION F — DEFINITIONS**.

If a "loss" covered under this Coverage Form also involves a "loss" covered under any other Coverage Form that is made a part of this policy, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Your contractors equipment; and
- b. Contractors equipment of others in your care, custody or control;

that are scheduled in the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
- b. Aircraft or watercraft;
- c. Property while waterborne, except while in transit by carriers for hire;
- d. Property while stored or operated underground in connection with any mining or drilling operations except as provided under the Drillers Underground Equipment Coverage Extension; or
- e. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of loss listed in the Exclusions.

4. COVERAGE EXTENSIONS

Unless otherwise stated in the Coverage Form or in a specific Coverage Extension, the following Coverage Extensions:

- i. Are in addition to the Section **C. LIMITS OF INSURANCE**;
- ii. Apply on a per occurrence basis; and
- iii. Are subject to the provisions of Section **D. DEDUCTIBLE**.

a. Newly Acquired Property

If during the policy period you acquire additional property of a type covered by this form, we will cover such property for up to 90 days, but not beyond the end of the policy period. The most we will pay under this Coverage Extension is the lesser of:

- (1) 25% of the total Limit of Insurance shown in the Declarations; or
- (2) \$250,000.

If you do not report your acquisition of such property within 90 days from the date acquired and pay any additional premium due, coverage will cease automatically 90 days after the acquisition date or at the end of the policy period, whichever occurs first.

b. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. Your expenses will be paid only if you report them to us in writing within 180 days of the date of the earlier of:

- (1) The date of direct physical "loss"; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is 25% of the amount we pay for direct "loss" to the Covered Property. Any payment will not increase the applicable Limits of Insurance. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct "loss" and debris removal exceeds the applicable Limit of Insurance, we will pay up to an additional \$50,000 in any one occurrence.

This Coverage Extension does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

c. Pollutant Clean Up and Removal

We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" resulting from a "loss" to Covered Property is caused by a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical "loss"; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

d. "Loss" to "Substitute Contractors Equipment"

We will pay for "loss" to "substitute contractors equipment" caused by or resulting from a Covered Cause of Loss. Coverage will start when you assume liability for "substitute contractors equipment", and will end the earlier of the following dates:

- (1) When your "substitute contractors equipment" is no longer in your care, custody or control; or
- (2) The policy expiration date.

Subject to the limitations set forth in Subparagraphs (1) and (2) above, we will also pay for such "loss" if it occurs while "substitute contractors equipment" is in transit to or from the owner if you are liable for the item at the time of "loss".

The most we will pay under this Coverage Extension is \$25,000.

e. Theft Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with an actual theft "loss" to Covered Property.

The most we will pay under this Coverage Extension is \$5,000 per theft "loss". This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

f. Vandalism Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with a vandalism "loss" to Covered Property.

The most we will pay under this Coverage Extension is \$5,000 per vandalism "loss". This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

g. Expediting Expense

We will pay the reasonable and necessary extra cost incurred by you to make temporary repairs and to expedite the permanent repair or replacement of Covered Property in connection with a "loss" to Covered Property from a Covered Cause of Loss. Such incurred expenses may include but are not limited to costs to obtain replacement parts or materials on an expedited basis, additional labor expense and the extra cost of express freight or other rapid means of transportation.

This Coverage Extension will not pay for extra costs recoverable elsewhere in the policy or for permanent repair or replacement of Covered Property.

The most we will pay under this Coverage Extension is \$25,000.

h. Fire Department Service Charge Expense

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to "loss"; or
- (2) Required by local ordinance.

No deductible applies to this Coverage Extension.

i. Fire Extinguisher Recharge Expense

We will pay for the cost to recharge or refill any fire extinguishing equipment when discharged:

- (1) In response to a Covered Cause of Loss;
- (2) As a result of the intended operation of such equipment to prevent or control a Covered Cause of Loss;
- (3) Accidentally; or
- (4) Resulting from a malfunction of the fire extinguishing equipment.

We will not pay for cost to recharge or refill fire extinguishing equipment:

- (1) If you fail to use reasonable care to maintain the fire extinguishing equipment in proper operating condition; or
- (2) If the discharge occurs while servicing, refilling or testing the fire extinguishing equipment.

The most we will pay under this Coverage Extension is \$10,000.

No deductible applies to this Coverage Extension.

j. Spare Parts And Fuel

We will cover direct physical "loss" to the property identified in Subparagraphs (1) and (2) below caused by a Covered Cause of Loss:

- (1) Spare parts and accessories for Covered Property; and
- (2) Fluids for vehicles and Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.

The most we will pay under this Coverage Extension is \$5,000.

k. Transportation Of Contractors Equipment Of Others

We will cover your legal liability for "loss" caused by a Covered Cause of Loss to contractor's equipment of others while in your care, custody and control for the purpose of transportation to a designated site.

The most we will pay under this Coverage Extension for any one item is the lesser of the following:

- (1) The amount for which you are legally liable;
- (2) The actual cash value of the contractors equipment;
- (3) The cost of repairing or replacing the contractors equipment with equipment of a similar kind and quality; or
- (4) \$50,000.

m. Drillers Underground Equipment

We will pay for your expenses to recover "drilling equipment" when located underground at a job site.

The most we will pay under this Coverage Extension is the lesser of the following:

- (1) The value of the "drilling equipment";
- (2) The cost of recovery; or
- (3) \$25,000.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by a resulting fire caused by a covered Cause of Loss.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:**a. Dishonest acts by:**

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

b. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

c. Discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) Unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "Specified Causes of Loss"; or
- (2) Except as provided for in the Pollutant Clean Up and Removal Coverage Extension.

But if "loss" by any of the "Specified Causes of Loss" results from the discharge, dispersal, seepage, migration, release or escape of "pollutants", we will pay for the resulting "loss" caused by the "Specified Causes of Loss".

d. Processing or work upon the Covered Property.

But we will pay for direct "loss" to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.

e. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.

But we will pay for direct "loss" to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.

This exclusion only applies to "loss" to that item in which the disturbance occurs.

f. Weight of a load which under the operating conditions at the time of "loss" exceeds the registered lifting capacity of the equipment..**g. Delay, loss of use, loss of market or any other cause of consequential "loss".****h. Voluntary parting with any Covered Property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.****3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" caused by a Covered Cause of Loss results, we will pay for that resulting "loss":****a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the "loss."****b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.****c. Faulty, inadequate or defective:**

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

1. We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.
2. If a "loss" covered under this Coverage Form also involves a "loss" under any other Coverage Form issued by us or any company affiliated with us, the most we will deduct from the payment for "loss" to Covered Property is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).
3. Waiver of Theft Deductible For Covered Property
 - a. If there is a theft "loss" to Covered Property, we will waive the deductible if:
 - (1) The Covered Property is equipped with an operational GPS tracking device or a similar tracking device; or
 - (2) You have "properly registered" the stolen Covered Property with the National Equipment Register prior to the theft "loss" to the Covered Property.
 - (3) In addition to Paragraph (1) or (2) above, you must:
 - (a) Report the theft "loss" of the Covered Property to the local law enforcement agency having jurisdiction as soon as you become aware of the theft; and
 - (b) Report the "loss" to us in accordance with the terms and conditions of this policy.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. VALUATION

- a. The following is added to the VALUATION General Condition in the Commercial Inland Marine Conditions for Covered Property:
 - (1) In the event of "loss" to Covered Property owned by you and purchased new within a five year period prior to the "loss", we will determine the value of the Covered Property at Replacement Cost (without deduction for depreciation).
 - (a) We will not pay more for "loss" on a Replacement Cost basis than the lesser of:
 - i. The limit of insurance for any one item;
 - ii. The cost to replace the Covered Property with other Covered Property of similar quality and capability and used for the same purpose; or
 - iii. The amount you actually spend that is necessary to repair or replace the Covered Property.
 - (b) We will pay on an Actual Cash Value basis until the lost or damaged Covered Property is actually repaired or replaced.
 - (c) If the Covered Property is not repaired or replaced within 180 days of the date of "loss", valuation will remain on an Actual Cash Value basis.
- (2) In the event of a "loss" to Covered Property leased or rented from others, if the written lease or rental agreement requires that you insure the Covered Property on a Replacement Cost basis, we will determine the value of the Covered Property at Replacement Cost subject to Paragraphs a.(1)(a) through a.(1)(c) above.

2. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

3. COINSURANCE

All Covered Property must be insured for at least 80% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to an item that the Limit of Insurance shown in the Declarations for the item bears to 80% of its total value as of the time of "loss".

Coinsurance does not apply to Covered Property that you lease, rent or borrow from others.

4. RECORDS

You must keep accurate records of your business and retain them for three years after the policy ends.

5. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- a. Adjust "losses" with you; and
- b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

1. "Drilling Equipment" means drill bits, stems, adapters, hammers, fittings, measuring devices, pumps and similar drilling parts or accessories normal to drilling operations.
2. "Loss" means accidental loss or damage that occurs during the policy period.
3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. "Properly registered" means providing National Equipment Register (NER) with the specific manufacturer, model number, serial number and year manufactured either through your online entry of this information in the NER web site or sending this information on an electronic spreadsheet directly to NER.

5. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; sonic boom, volcanic action; falling objects; weight of snow, ice or sleet or water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a part of a system or appliance containing water or steam.

6. "Substitute Contractors Equipment" means substitute equipment similar to the contractors equipment used in your business operations that you must rent due to "loss" to your contractors equipment caused by or resulting from a Covered Cause of Loss. "Substitute Contractors Equipment" are only those items which are:

- a. Necessary to continue your normal business operations; and
- b. Needed because you do not have other contractors equipment available for similar use.

MISCELLANEOUS PROPERTY COVERAGE FORM**COMMERCIAL INLAND MARINE**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F — DEFINITIONS.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Your property; and
- b. Property of others that is in your care, custody or control;

that are described in the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, aircraft or watercraft;
- b. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt; or
- c. Contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

B. EXCLUSIONS

- 1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Unexplained disappearance.
- d. Shortage found upon taking inventory.

e. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

f. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that item in which the disturbance occurs.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. COVERAGE TERRITORY

We cover property wherever located within:

a. The United States of America;

b. Puerto Rico; and

c. Canada.

2. COINSURANCE

All Covered Property must be insured for its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to an item that the Limit of Insurance shown in the Declarations for the item bears to its total value as of the time of "loss".

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

a. Adjust "losses" with you; and

b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

"Loss" means accidental loss or damage.

INSTALLATION FLOATER COVERAGE FORM

COMMERCIAL INLAND MARINE
CM 71 63NY 11 14

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION G. — DEFINITIONS**.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

All materials, supplies, fixtures, machinery and equipment of any nature whatsoever intended for installation:

- a. While at the “job site”;
- b. While at any temporary storage location; or
- c. While in transit.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property on your premises unless intended to be installed at any described “job site”;
- b. Contractors or subcontractors machinery, tools, equipment and property of a similar nature not intended for installation;
- c. Property that has been sold under a deferred payment sales agreement after installation is complete;
- d. Land (including land on which the property is located) or water;
- e. Trees, shrubs, lawns or plants;
- f. Plans, blueprints, designs, specifications or any other similar property; or
- g. Contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or damage to Covered Property, except those causes of loss or damage listed in **SECTION B. EXCLUSIONS**.

4. COVERAGE EXTENSIONS**a. Debris Removal**

We will pay your expenses to remove debris as a result of loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days after the date of direct physical loss or damage.

This Coverage Extension does not include the cost to:

- (1) Extract “pollutants” from land or water; or
- (2) Remove, restore or replace polluted land or water.

The most we will pay under this Coverage Extension is:

- (1) 25% of the amount we pay for the direct physical loss or damage to Covered Property. However, the most we will pay for the total of direct physical loss or damage to Covered Property plus debris removal expense is the Limit of Insurance; and
- (2) If the total of the actual debris removal expense plus the direct physical loss or damage to Covered Property exceeds the Limit of Insurance, we will pay up to an additional \$25,000 for debris removal expense.

b. Pollutant Clean Up and Removal

We will pay your expenses to extract “pollutants” from land or water at the “job site” if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days after the date of direct physical loss or damage.

The most we will pay for each "job site" under this Coverage Extension is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy. Any payment under this extension is in addition to the applicable Limits of Insurance shown elsewhere in this Coverage Form.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000, unless a higher limit is shown in the Special Provisions section in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss or damage; or
- (2) Required by local ordinance.

No Deductible applies to this Coverage Extension.

d. Back Up of Sewer, Drain or Sump

We will pay for direct loss or damage to Covered Property caused by:

- (1) Water or waterborne material that backs up or overflows or is otherwise discharged from sewer, drain, sump pump or related equipment at the "job site" or any temporary storage location; or
- (2) Water under the ground surface, pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces.

However, with respect to Paragraph (1) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

For purposes of this Coverage Extension, drain does not include a roof drain, gutter, downspout or similar fixtures or equipment.

This Coverage Extension does not apply to loss or damage caused by or resulting from:

- (1) Your failure to keep a sump pump or its related equipment in proper working condition; or

- (2) Your failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay for loss or damage to Covered Property under this Coverage Extension is \$100,000 unless otherwise stated in the Special Provisions section in the Declarations.

The deductible applicable to loss or damage applies separately to each occurrence of loss or damage under this Coverage Extension.

This Coverage Extension is not "flood" insurance. We will not pay for direct physical loss or damage from water or waterborne material that backs up or overflows from a sewer, drain or sump pump caused by any "flood" whether or not the "flood" contributes concurrently or in any sequence to the loss. This applies regardless of the proximity of the "flood" to Covered Property.

e. Valuable Papers and Records

When loss or damage to your valuable papers or records such as blueprints, plans, drawings, or data processing media, occurs at a "job site" and is caused by a Covered Cause of Loss we will pay up to \$25,000 to reproduce, replace, or restore any such papers and records not covered by other insurance.

Valuable papers and records do not include accounts, bills, currency, deeds, evidences of debt, money, notes or securities. Section **2. PROPERTY NOT COVERED**, Item **d.** does not apply to this Coverage Extension.

The deductible applicable to loss or damage applies separately to each occurrence of loss or damage under this Coverage Extension.

f. Trees, Shrubs, Lawns or Plants

We will pay up to \$10,000 for loss or damage to trees, shrubs, lawns or plants, if the loss or damage is caused by or results from fire, lightning, explosion, riot, civil commotion, aircraft, vandalism, theft, vehicles or sinkhole collapse.

The most we will pay for any one tree, shrub, or plant, including removal, is \$500.

Section **2. PROPERTY NOT COVERED**, Item **f.** does not apply to this Coverage Extension.

The deductible applicable to loss or damage applies separately to each occurrence of loss or damage under this Coverage Extension.

g. Preservation of Property

If it is necessary to move Covered Property from the "job site" to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

The most we will pay under this Coverage Extension is \$10,000 unless otherwise stated in the Special Provisions section in the Declarations.

The deductible applicable to loss or damage applies separately to each occurrence of loss or damage under this Coverage Extension.

h. Construction Contract Penalty

If your construction contract contains a clause that requires you to pay a penalty as a direct result of loss or damage to Covered Property from a Covered Cause of Loss, we will pay that penalty.

The most we will pay under this Coverage Extension is \$25,000 unless otherwise stated in the Special Provisions section in the Declarations.

The deductible applicable to loss or damage applies separately to each penalty you are required to pay under this Coverage Extension.

i. GreenPac® Coverage

(1) "Green" Property — Increased Costs

- (a) We will pay the reasonable increased costs to repair or replace the damaged or destroyed portion or parts of the Covered Property with "green" property meeting the standards of a "green standards organization" provided it performs the same or similar function and is otherwise of like kind and quality.

- (b) We will pay the reasonable increased costs to employ methods and processes of construction and debris recycling consistent with those of a "green standards organization" in the repair and replacement of the damaged or destroyed Covered Property. Any payments you receive for the recycled debris shall be deducted from the amount of loss or damage.

- (c) We will not pay under this Coverage Extension:

- (i) Until the property is actually repaired or replaced, at the same, or another premises; and
- (ii) Unless the repairs or replacement are made as soon as reasonably practicable after the loss or damage, not to exceed two years. We may extend this period in writing.

(2) LEED® Accredited Green Professionals

We will pay reasonable additional costs incurred for the fees of professionals such as architects, engineers or interior designers granted accreditation by the United States Green Building Council.

(3) Recertification or Certification

- (a) If the building or commercial interior was certified by a "green standards organization" prior to loss or damage, we will pay the additional reasonable and necessary fees for recertification with the same "green standards organization" for the same level of certification that existed prior to the loss or damage.
- (b) If the building or commercial interior was not certified by a "green standards organization" prior to loss or damage, we will pay the reasonable and necessary costs to certify the Covered Property for "basic green standards" level.

(4) Testing of Building Systems

We will pay the necessary and reasonable expenses to test building systems and building equipment to determine whether they are functioning in accordance with the planned specifications.

We will not pay expenses to test production equipment used in your business.

(5) Ventilation

We will pay for the reasonable and necessary costs you incur to flush out or ventilate the air in the repaired, replaced or reconstructed Covered Property in accordance with the applicable standards of the "green standards organization".

(6) Limits of Insurance

(a) Subject to the provisions in Paragraphs (1) through (5) above, the most we will pay for loss or damage in any one occurrence is the lesser of:

- (i) \$25,000;
- (ii) The additional costs for replacement of damaged or destroyed property with "green" property and the recycling of debris consistent with "basic green standards" of the "green standards organization";
- (iii) The additional costs for replacement of damaged or destroyed property with "green" property or the recycling of debris consistent with the same standards level of the "green standards organization" if the Covered Property has already met that higher level. This applies whether the Covered Property was certified at the time of loss or damage or not; or
- (iv) Up to 15% of the amount that would have been paid had this Coverage Extension not been included on the policy.

(b) Subject to the provisions of Paragraph (a) above in this Section:

The Limit of Insurance is the most we will pay for all covered losses or damages under this Coverage Extension in any one policy period regardless of the number of covered buildings or structures, locations or losses or damages.

(7) Additional Exclusions

The coverages provided by this Coverage Extension do not apply to any increased payment for loss or damage:

- (a) To clean up or remove "pollutants";
- (b) To clean up, remove, restore or replace property because of the presence of "fungus", or wet or dry rot; or
- (c) Attributable to any standards you did not comply with before loss or damage.

(8) Excess Ordinance Or Law Coverage

- (a) The coverage provided by this Coverage Extension shall apply in excess of any coverage provided in this policy elsewhere for Ordinance or Law covering the repair, replacement or reconstruction of property to the standards of a "green standards organization" or for other environmentally friendly or sustainable design features mandated by the applicable building code.
- (b) The coverage provided in this Paragraph (8) applies to the Increased Cost of Construction part of Ordinance or Law Coverage. It does not apply to any costs to demolish property or for loss or damage to undamaged property.
- (c) The coverage provided in this Paragraph (8) does not apply to additional costs for use of "green" construction materials or construction methods or processes or payment of professionals fees broader in scope than that provided in Paragraphs (1) through (5) of this Coverage Extension.

- (d) The coverage provided in this Paragraph (8) does not apply to any costs due to an Ordinance or Law that you were required but failed to comply with before the loss or damage.

B. EXCLUSIONS

1. We will not pay for a loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. ORDINANCE OR LAW

- (1) The enforcement of any ordinance or law:
- (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss or damage results from:
- (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

b. EARTH MOVEMENT

- (1) "Earthquake", including any earth sinking, rising or shifting related to such event;
 - (2) Landslide, including any earth sinking, rising or shifting related to such event;
 - (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty.
- Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or "volcanic action", we will pay for the loss or damage caused by that fire, building glass breakage or "volcanic action". But if Earth Movement, as described in b.(1) through b.(4) above, results in fire or explosion, we will pay for the loss or damage to Covered Property caused by that fire or explosion.

This exclusion does not apply to Covered Property while in transit.

c. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

d. NUCLEAR HAZARD

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

e. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

f. "FLOOD"

But if "flood" results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to Covered Property while in transit.

g. WATER

Except as provided under Coverage Extension **4.d. Back Up of Sewer, Drain or Sump:**

- (1) Water that backs up or overflows from a sewer, drain or sump; or
- (2) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** or **g.(2)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

Exclusions **B.1.a.** through **B.1.g.** apply whether or not the loss or damage event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Unexplained disappearance.
 - c. Shortage found upon taking inventory.
 - d. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees (including leased and temporary employees), directors, trustees, or authorized representatives;
 - (2) A "manager" or a "member" if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees (including leased employees or temporary employees). But theft by employees (including leased employees or temporary employees) is not covered.

- e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse or electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss or damage.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear.
 - b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
 - c. Mechanical breakdown.
 - d. Insects, vermin or rodents.
 - e. Rust or other corrosion, dampness or extremes of temperature.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.
2. If loss or damage covered under this Coverage Form also involves loss or damage under any other coverage form issued by us or any company affiliated with us, the most we will deduct from the payment for loss or damage to Covered Property is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage, and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

E. ADDITIONAL CONDITIONS**1. VALUATION**

General Condition Valuation in the Commercial Inland Marine Conditions is replaced by the following:

The value of Covered Property will be based on "replacement cost".

"Replacement cost" is limited to the cost of repair or replacement with similar materials on the same "job site" and used for the same purpose. It does not include costs you incur over and above the costs you would have incurred had there been no loss, including:

- a. Additional interest payments on money borrowed to finance construction, remodeling, renovation, or repair including increased interest payments due to a rise in interest rates;
- b. Additional insurance premiums, real estate and property taxes, and assessments which you incur for the period of time covered by this endorsement that construction extends beyond the estimated completion date;
- c. Additional construction permit, architect, engineering and consulting fees which become necessary due to the direct physical loss or damage;
- d. Additional legal, lease administration or accounting fees;

- e. Additional advertising and promotional expenses which become necessary due to the direct physical loss or damage; and
- f. The additional cost to extend leases for construction equipment and temporary office space.

If the part of the covered property that sustains direct physical loss or damage is repaired or replaced, the payment will not exceed the amount you spend to repair or replace the damaged or destroyed property.

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following Paragraph is added to General Condition **K. Transfer Of Rights Of Recovery Against Others To Us** in the Commercial Inland Marine Conditions:

We will waive any rights of recovery we may have against a person or organization because of payments we make for loss or damage to Covered Property if you have agreed to waive any right of recovery against that person or organization in a written contract or written agreement, but only if the loss or damage occurs subsequent to the execution of the written contract or written agreement. However, this does not apply to:

- a. Any architect, engineer or other party or entity responsible for any design, specification or plans for the fabrication, erection or completion of the property insured with respect to any loss or damage that may be caused by:
 - (1) Fault, defect, error or omission in such design, specifications or plans; or
 - (2) Performance of, or failure to perform, supervisory or management functions related to the construction project(s).
- b. Any contractor, manufacturer or supplier of Covered Property that has agreed to make good any loss or damage under a guarantee or warranty.

3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. COVERAGE TERRITORY

We cover property wherever located within:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

b. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown on the Loss Payee Schedule have an insurable interest, we will:

- (1) Adjust losses or damages with you; and
- (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

c. WHEN COVERAGE WILL END

The insurance provided by this Coverage Form will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property is accepted by the owner or buyer;
- (3) Your interest in the property ceases; or
- (4) 30 days after installation is complete.

d. REPORTS AND PREMIUM

- (1) Reports. Within 30 days after the end of each reporting period shown in the Declarations, you will report to us the amount of the Premium Base shown in the Declarations.

- (2) Rates and Premium.

- (a) Premium Computation. We will compute the premium:

- (i) Using the rates and Premium Base shown in the Declarations; and
- (ii) As of each Premium Adjustment Period shown in the Declarations.

- (b) Premium Adjustment.

- (i) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

- (ii) When any other Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium.

- (c) Minimum Premium.

You must pay at least the minimum annual premium shown in the Declarations.

- (d) Cancellation.

If this coverage is cancelled, you will report the amount of the Premium Base up to and including the date of cancellation. We will compute the premium as provided above.

F. OPTIONAL COVERAGES**1. FLOOD**

If a Limit of Insurance applicable to Flood is shown in the Declarations, Exclusion 1.f. of Section **B. EXCLUSIONS** does not apply to loss or damage by "flood" up to the Flood Limit of Insurance shown in the Declarations.

The Flood Deductible shown in the Declarations will apply to each loss or damage caused by or resulting from "flood".

2. EARTHQUAKE

If a Limit of Insurance applicable to Earthquake is shown in the Declarations, Exclusion 1.b. of Section **B. EXCLUSIONS** does not apply to loss or damage by "earthquake" up to the Earthquake Limit of Insurance shown in the Declarations.

All "earthquake" shocks or volcanic eruptions that occur within any 72-hour period will constitute a single occurrence. The expiration of this policy will not reduce the 72-hour period.

The Earthquake Deductible shown in the Declarations will apply to each loss or damage caused by or resulting from "earthquake".

G. DEFINITIONS

1. "Basic Green Standards" means the first level or least rigorous level of the grading or evaluation systems applied to a building, structure, or commercial interior by a "green standards organization".

2. "Earthquake" means any earth movement, such as earthquake, landslide, mudflow or earth sinking, rising or shifting. All "earthquake" shocks that occur within any 72-hour period will constitute a single loss or damage. The expiration of this Coverage Form will not reduce the 72-hour period.
3. "Flood" means flood, waves, tides, tidal waves, tsunamis or the overflow of any body of water, or their spray, all whether driven by wind or not.
4. "Green" means building materials, components, products, equipment; and construction and design methods and technologies which reduce environmental impact through conservation of energy, water and other natural resources. This includes creation of less toxic and cleaner buildings and surrounding environment.
5. "Green Standards Organization" means an industry recognized authority on "green" including:
 - a. The United States Green Building Council (USGBC) with its Leadership in Energy and Environmental Development (LEED® grading system);
 - b. The Green Building Initiative with its Green Globes® assessment and rating system;
 - c. The United States Department of Energy and Environmental Protection Agency's "Energy Star®" requirements; and
 - d. Other building site use and development, water saving, energy efficiency, materials, equipment, appliances or other environmental quality designed and maintained standards.
6. "Job site" means the premises described in the Declarations where the Covered Property will be permanently located at completion of the construction, erection, fabrication or installation.
7. "Manager" means a person serving in a directorial capacity for a limited liability company.
8. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
10. "Replacement cost" means:
 - a. The necessary and reasonable costs of materials and labor incurred to repair or replace, without deduction for depreciation, the part of the covered property that sustains direct physical loss or damage;
 - b. The reasonable overhead and profit related to the covered property that sustains direct physical loss or damage but not to exceed the overhead and profit being charged for the construction, erection, or fabrication of a covered building or structure in accordance with the construction contracts; and
 - c. Other related construction costs and expenses that are re-incurred to repair or replace the part of the covered property that sustains direct physical loss or damage but only if such costs have been included as part of the Limit of Insurance for a covered building or structure.
11. "Volcanic action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

"Volcanic action" does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

LIBERALIZATION

COMMERCIAL INLAND MARINE
CM 72 00 01 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following General Condition is added to the Commercial Inland Marine Conditions:

Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Previous Policy Number
S 2056307

Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

Item One - Name of Insured & Mailing Address SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M., Standard Time At The Insured's Mailing Address.												
Producer: SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	Producer Number: 00-11795-00000												
Named Insured is: CORPORATION													
Business of the Named Insured: COMMERCIAL GC													
Limits Of Insurance <table style="width: 100%;"> <tr> <td style="width: 33%;">Occurrence Limit</td> <td style="width: 33%;">\$5,000,000.00</td> <td style="width: 33%;">Aggregate Limit</td> <td style="width: 33%;">\$5,000,000.00</td> </tr> </table>		Occurrence Limit	\$5,000,000.00	Aggregate Limit	\$5,000,000.00								
Occurrence Limit	\$5,000,000.00	Aggregate Limit	\$5,000,000.00										
Self Retained Limit: \$10,000.00													
Schedule of Underlying Insurance and Limits													
Automobile Liability Policy Policy No. S 205630702 Company SELECTIVE INS CO OF AMERI													
<table style="width: 100%;"> <tr> <td style="width: 40%;">Policy Period</td> <td style="width: 60%;">Bodily Injury and Property</td> </tr> <tr> <td>From: DECEMBER 25, 2014</td> <td>Damage Combined Each Accident</td> </tr> <tr> <td>To: DECEMBER 25, 2015</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>		Policy Period	Bodily Injury and Property	From: DECEMBER 25, 2014	Damage Combined Each Accident	To: DECEMBER 25, 2015	\$1,000,000						
Policy Period	Bodily Injury and Property												
From: DECEMBER 25, 2014	Damage Combined Each Accident												
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Commercial General Liability Policy Policy No. S 205630702 Company Selective Way Insurance C													
<table style="width: 100%;"> <tr> <td style="width: 40%;">Policy Period</td> <td style="width: 60%;">General Aggregate</td> <td style="width: 20%; text-align: right;">\$2,000,000</td> </tr> <tr> <td>From: DECEMBER 25, 2014</td> <td>Products-Completed Operations</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>To: DECEMBER 25, 2015</td> <td>Personal and Advertising Injury Limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>Each Occurrence Limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>		Policy Period	General Aggregate	\$2,000,000	From: DECEMBER 25, 2014	Products-Completed Operations	\$2,000,000	To: DECEMBER 25, 2015	Personal and Advertising Injury Limit	\$1,000,000		Each Occurrence Limit	\$1,000,000
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Premium Schedule: <table style="width: 100%;"> <tr> <th style="width: 30%;">Estimated Exposure Base</th> <th style="width: 10%;">Rate</th> <th style="width: 10%;">Rate Per</th> <th style="width: 30%;">Annual Minimum Premium</th> <th style="width: 20%;">Estimated Premium Due</th> </tr> </table>		Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium	Estimated Premium Due							
Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium	Estimated Premium Due									
In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium. N/A													
Forms and Endorsements: SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035	Estimated Total Premium \$11,676.00												
<table style="width: 100%;"> <tr> <td style="width: 33%;">DECEMBER 22, 2014 Issue Date</td> <td style="width: 33%;">NORTHEAST REGION Issuing Office</td> <td style="width: 33%;"></td> </tr> </table>		DECEMBER 22, 2014 Issue Date	NORTHEAST REGION Issuing Office										
DECEMBER 22, 2014 Issue Date	NORTHEAST REGION Issuing Office												
_____ Authorized Representative													

COMMERCIAL UMBRELLA LIABILITY COVERAGECOMMERCIAL UMBRELLA LIABILITY
CXL 4 04 03

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V — DEFINITIONS**.

In return for the payment of the premium, and subject to all terms and conditions of this Coverage Part, we agree with you to provide the insurance as stated in this Coverage Part.

SECTION I — COVERAGES**A. Insuring Agreement**

1. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages when the “underlying insurance” does not provide coverage or the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” or offense that may involve this insurance and settle any resultant claim or “suit”, for which we have the duty to defend. But:
 - a. The amount we will pay for the “ultimate net loss” is limited as described in **Section III — Limits of Insurance**; and

- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I — Coverages, C. Supplementary Payments**.

2. This insurance applies to “bodily injury”, or “property damage” only if:
 - a. The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
 - b. The “bodily injury” or “property damage” occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **A.** of **Section II — Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or claim knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.

3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph A. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph A. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of that "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured;
- b. Chartered without crew by or on behalf of any insured; or

- c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

4. Damage to Property

"Property damage" to:

- a. Property
 - (1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

- b. Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the “property damage” arises out of those operations; or
- d. That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs **c.** and **d.** of this exclusion do not apply to the extent that coverage is provided for the insured by “underlying insurance”.

5. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it.

6. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Expected or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

8. Employer’s Liability

“Bodily injury” to:

- a. An employee of the insured arising out of and in the course of employment by the insured; or

- b. The spouse, child, parent, brother or sister of that employee as a consequence of **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

9. Employment-Related Practices

“Bodily injury” or “personal and advertising injury” to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person’s employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” or “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2)** or **(3)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. E.R.I.S.A.

Any obligation of the insured under the Employers’ Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, unemployment compensation or disability benefits law, or under any similar law.

13. Liquor Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

14. Personal and Advertising Injury**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising Injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

i. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13.a., b. and c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

j. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying Insurance", except:

- a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

- b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

16. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Supervisory, inspection or engineering services;
- d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h. Body piercing services;
- i. Professional health care services as a pharmacist;
- j. Law enforcement or firefighting services; and
- k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

17. Racing or Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

- 1. When the duty to defend exists under this coverage part, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur;
 - b. The cost of:
 - (1) Bail bonds up to \$3,000; or

- (2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the insured in the "Suit";
- e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:

(1) Paid, or offered to pay; or

(2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;
 - b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;
 - c. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the “suit”;
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “suit”;
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provide us with written authorization to:

- (a) Obtain records and other information related to the “suit”, and
- (b) Conduct and control the defense of the indemnitee in such “suit”.

So long as the above conditions are met, attorney’s fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an insured’s indemnitee and to pay for attorney’s fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgements, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of “covered autos”:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (1)(a) or (b) above.
- (2) "Property damage" to property:
- (a) Owned, occupied, or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.
5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this insurance
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III — Limits of Insurance**.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".
6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:
- a. The owner, pilot or air crew of the aircraft or any other person operating it; or

- b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".
7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and
 - b. Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.
 - c. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
- 1. You are an insured.
 - 2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
 - b. Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.
 - e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - 3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

SECTION III — LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
- 1. Insureds;
 - 2. Claims made or "suits" brought or number of vehicles involved; or
 - 3. Persons or organizations making claims or bringing "suits".
- B. Subject to D. below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".
- C. Subject to D. below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

- D.** The Aggregate Limit is the most we will pay for all “ultimate net loss” because of “bodily injury”, “property damage” and “personal and advertising injury” regardless of the number of covered “occurrences” during each annual period of this policy, except:
1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the “underlying policy”.
 2. The aggregate limit does not apply to “auto” liability arising out of the ownership, maintenance, use or entrustment of any “covered auto”. Use includes operation, “loading or unloading”.
- E.** The Aggregate limit as described in **D.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.
- F.** If the applicable limit of insurance of the “underlying policy” is less than stated in the Declarations because the aggregate limit of insurance of the “underlying policy” has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:
1. Pay in excess of the reduced underlying limit of insurance; or
 2. Continue in force as “underlying insurance” until this policy expires or until our aggregate limit is exhausted;
- provided such reduction or exhaustion is solely the result of damages paid because of an “occurrence” during this policy period.
- G.** If the applicable limit of insurance of an “underlying policy” is a “sub-limit”, this insurance will not apply, whether or not such “sub-limit” has been reduced by any payments under the “underlying policy”.
- H.** If the applicable limit of insurance of the “underlying policy” is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV — CONDITIONS

A. Appeals

If the insured or the insured’s “underlying insurer” elects not to appeal a judgment in excess of the underlying or “retained limit”, we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for “ultimate net loss” exceed the amount applicable to any one “occurrence” including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any “underlying insurer”, this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of “Underlying Insurance” stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the “occurrence” or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the “occurrence” or offense.
2. If a claim is made or “suit” is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or “suit” and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

3. You and any other involved insured must:

- a.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b.** Authorize us to obtain records and other information;
- c.** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d.** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- 4.** No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

D. Expanded Coverage Territory

- 1.** If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

- 2.** All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- 3.** Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- 4.** The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- 1.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2.** To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying Insurance" been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has the duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

J. Premiums

The First Named Insured shown in the Declarations will be:

1. Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

L. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

M. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft;
 - b. While it is in or on an "auto", aircraft or watercraft;
 - c. While it is being moved from an "auto" aircraft or watercraft to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".
- b.** An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".

13. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies; committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication in any manner of material that violates a person's right of privacy; or
- e.** Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- h.** Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

- (1)** To offenses committed by or at the direction of the insured; or

- 2)** If insurance for such offenses is prohibited by law;

committed during the policy period.

14. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**15. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".**

"Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

16. "Products-completed operations hazard"

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned.

- b.** "Your work" will be deemed completed at the earliest of the following times:

- (1)** When all the work called for in your contract has been completed;
- (2)** When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (3)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

c. Does not include “bodily injury” or “property damage” arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which “underlying insurance” classifications or manual rules include products or completed operations coverage.

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. “Retained limit” means the greater of:

- a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or
- b. The limit shown in the Declarations as the “self-retained limit”.

However, “retained limit” does not mean any “sub-limit”.

19. “Self-retained limit” means the dollar amount shown in the Declarations to be paid by an insured if no “underlying insurance” or any other insurance applies to an “occurrence” covered under this policy. The “self-retained limit” does not apply to “occurrences” or offenses which would have been covered by “underlying insurance” but for the exhaustion of applicable limits. These provisions do not apply to any “sub-limit” which has been reduced or exhausted.

20. “Sub-limit” means a limit of insurance of the “underlying policy” which:

- a. As originally granted at the effective date of the “underlying policy”, or
- b. At its original addition by endorsement to that “underlying policy” is an amount less than that stated in the Declarations of this policy.

21. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the “underlying insurer’s” consent.

22. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

23. “Ultimate net loss” means the total of the following sums for each “occurrence” to which this policy applies:

- a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the “underlying insurer’s” consent.. This includes deduction for recoveries and salvages paid or to be paid.

- b. All expenses, other than defense settlement expenses provided in **Section I — Coverages, C. Supplementary Payments** incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any “suit” seeking damages under this policy. However, the salaries of the insured’s regular employees are excluded.
24. “Underlying insurance” means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.
25. “Underlying insurer” means any insurer who provides any policy of insurance listed in the schedule of “underlying insurance”.
26. “Underlying policy” means a policy providing “Underlying insurance” or any other applicable insurance.
27. “Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
28. “Your product”:
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
 - (2) The providing of or failure to provide warnings or instructions.
29. “Your work”:
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of your work; and
 - (2) The providing of or failure to provide warnings or instructions.

ASBESTOS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 17 10 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 - a. structures or manufacturing processes containing "asbestos";
 - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
 - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes, whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
 - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
 - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
 - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

CXL 17 10 99

INSURED'S COPY

EMPLOYEE BENEFITS LIABILITY EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 34 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to damage sustained by an “employee”, prospective “employee”, former “employee” or their beneficiaries or legal representatives in the “administration” of the Insured’s Employee Benefits Program, caused by a negligent act, error or omission of the insured or any other person for which the insured is legally liable.

“Administration” means:

- (1) Giving counsel to “employees” with respect to the Employee Benefits Program (this does not include giving of legal advice);
- (2) Interpreting the Employee Benefits Program;
- (3) Handling the records in connection with the Employee Benefits Program;
- (4) Effecting enrollment, termination or cancellation of “employees” under the Employee Benefits Program.

CXL 34 04 03

INSURED'S COPY

LAWYERS' PROFESSIONAL LIABILITY EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 49 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" because of any negligence, error or omission of the insured, or of any other person the insured is legally responsible for, arising out of the performance of professional services for others as a lawyer.

CXL 49 04 03

INSURED'S COPY

**WORKERS' COMPENSATION
(NEW YORK)
EXCLUSION**

COMMERCIAL UMBRELLA LIABILITY
CXL 83 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This policy does not apply to any obligation for which the insured or any carrier, as his insurer, may be held liable under New York Workers' Compensation Law.

CXL 83 01 99

INSURED'S COPY

DIRECTORS AND OFFICERS LIABILITY INSURANCE EXCLUSION

COMMERCIAL UMBRELLA LIABILITY
CXL 94 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to any liability for any civil claim or claims made against the insured or any director or officer of the insured arising out of any negligent act, any error, any omission, or neglect or breach of duty of directors or officers while acting within the scope of their duties as such.

CXL 94 01 99

WATERCRAFT LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 119 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, maintenance, operation, use, including loading or unloading or entrustment to others of watercraft.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

CXL 119 04 03

INSURED'S COPY

PERSONAL AND ADVERTISING INJURY LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY
CXL 132 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to any claims made or "suits" brought against the insured for liability arising out of "personal and advertising injury".

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

CXL 132 04 03

INSURED'S COPY

CONTRACTORS' ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY
CXL 152 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "Property Damage" to property leased or rented to, used by, or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
2. "Property Damage" arising out of:
 - a. Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - b. The collapse of or structural injury to any building or structure due to:
 - (1) Grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - c. Injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any connected apparatus, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving;
3. Any project insured under a wrap-up or any similar rating plan;
4. Any professional services performed by or on behalf of the insured, including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services.

Paragraphs 1. and 2. of this endorsement do not apply to the extent that coverage is provided for the insured by "Underlying Insurance."

CXL 152 01 99

INSURED'S COPY

NEW YORK STATE AMENDATORY ENDORSEMENTCOMMERCIAL UMBRELLA LIABILITY
CXL 200 04 03**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Paragraph 1. of SECTION — I COVERAGES, A. Insuring Agreement is replaced with the following:

1. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages when the “underlying insurance” does not provide coverage or the limits of “underlying insurance” have been exhausted. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations of the “suit” are groundless, false or fraudulent. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” or offense that may involve this insurance and settle any resultant claim or “suit”, for which we have the duty to defend. We will not settle any claim or “suit” involving the self-insured retention, without the approval of the insured. If the insured refuses to settle a claim or “suit”, our liability will not exceed the amount for which the claim or “suit” could have been settled, plus expenses incurred up to the date the insured refused a written settlement. But:

- a. The amount we will pay for the “ultimate net loss” is limited as described in **SECTION III — Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I — COVERAGES, C. Supplementary Payments**.

B. The following is added SECTION IV — CONDITIONS, C. Duties In the Event of Occurrence, Claim or Suit;

Notice is given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. SECTION IV — CONDITIONS, F. Loss Payable is amended by deleting the phrase “after an actual trial”.**D. The following is added to SECTION IV — CONDITIONS, I. Premium Audit**

1. We will compute all premiums for this policy in accordance with our rules and rates.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. An audit to determine the final premium due or to be refunded will be completed within 180 after the expiration date of the policy and may not be waived. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

E. The following condition is added to **SECTION IV — CONDITIONS, Transfer of Duties When a Limit of Insurance is Used Up:**

1. If we conclude that, based on “occurrences”, offenses, claims or “suits” which have been reported to us and to which insurance may apply, any limit of insurance is likely to be used up in the payment of judgement or settlements, we will notify the first Named Insured, in writing, to that effect.
2. When a limit of insurance described in Paragraph 1. above has actually been used up in the payment of judgements or settlements:
 - (a) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (1) The Limit has actually been used up; and
 - (2) Our duty to defend “suits” seeking damages subject to that limit has also ended.
 - (b) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and “suits” seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and “suits”.
 - (c) We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “suits” until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.
 - (d) We will take no action whatsoever with respect to any claim or “suit” seeking damages that would have been subject to the limit, had it not been used up, if the claim or “suit” is reported to use after the limit of insurance has been used up.
 - (e) The first Named Insured, and any other insured involved in a “suit” seeking damages subject to the limit, must arrange for the defense of such “suit” within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such “suit” must be made as soon as practicable.
3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.(c) above.
The duty of the first Named Insured to reimburse us will begin on:
 - (a) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1. above; or
 - (b) The date on which we sent notice in accordance with Paragraph 2.(a) above, if we did not send notice in accordance with Paragraph 1. above.
4. The exhaustion of any limit of insurance by the payments of judgements or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

F. The definition of “loading and unloading” in **SECTION V — DEFINITIONS does not apply to this Coverage Part.**

G. Discrimination as used in the Umbrella Coverage Part does not include acts of discrimination based on disparate impact or vicarious liability.

It is agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy as respects coverage for operations in the State of New York shall conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Insurance Department, provided, however, that the company's limits of liability as shown in the Declarations shall be in excess of any underlying insurance or self-retained limit as shown in the Declarations or in any endorsement attached hereto.

NEW YORK STATE CHANGES — CANCELLATION AND NONRENEWAL

COMMERCIAL UMBRELLA LIABILITY
CXL 201 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. COMMON POLICY CONDITIONS, A. Cancellation, is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies In Effect

a. 60 days or less:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below;
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium. Our notice of cancellation for nonpayment of premium informs the first Named Insured of the amount due. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against.
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim.
 - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period.
 - (e) Material change in the nature or extent of the risk insured, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
 - (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors, or the public.
 - (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.
 - (h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

- (i) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a covered "auto," other than a suspension issued pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.

b. For more than 60 days:

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that day.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater.

The cancellation will be effective even if we have not made or offered a refund.

- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 7. If one of the reasons for cancellation in Paragraph **A.2.a.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

B. SECTION IV — CONDITIONS, O. When We Do Not Renew is replaced with the following:

When We Do Not Renew or Conditionally Renew:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** below, along with the reason for nonrenewal.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Addition of exclusion, or
- e. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **B.3.** below.

3. Notices of Nonrenewal and Conditional Renewal

- a. If we decide not to renew or continue this policy, or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the first Named Insured at least 60, but not more than 120 days, before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
 - b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
 - d. If we violate any of the provisions of Paragraphs **B.3.a.**, **b.** or **c.** above by sending the first named insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.
 - (2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
 - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60 day period; or
 - (2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.
4. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **3.d.** above.
5. Paragraph **E.** of **SECTION III — Limits of Insurance** does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

EXCLUSION — YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS — WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

COMMERCIAL UMBRELLA LIABILITY
CXL 358 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I — COVERAGES, B. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a)** Computer hardware, including micro-processors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;
- (d)** Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **a.(1)** of this endorsement due to inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **a.** of this endorsement.

This exclusion does not apply to “bodily injury” occurring on any premises owned by or rented to you.

EXCLUSION — EXTERIOR INSULATION AND FINISH SYSTEMS

COMMERCIAL UMBRELLA LIABILITY
CXL 362 01 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The above coverage part is hereby amended as follows:

This insurance does not apply to “Bodily Injury” or “Property Damage” arising out of:

1. The design, manufacture, fabrication, preparation, application, installation or maintenance of exterior insulation and finish (or finishing) systems (commonly referred to as synthetic stucco or EIFS), including the application of conditioners, primers, coatings or sealants, or the installation of flashing or any other waterproofing device, in connection with such systems; or
2. The design, manufacture, fabrication, preparation, application, installation, maintenance, use, sale, service, of any component, fixture or feature used on any part of an installed exterior insulation and finish system, including any method or procedure used to correct problems with installed or partially installed systems, such as the installation of any drainage, ventilation or water protection systems included in the “products-completed operations hazard.” For the purpose of this exclusion only, the “products-completed operations hazard” also includes any of the work described above, at any stage of execution, if such work has been halted by any concerns, restrictions or regulations affecting such exterior insulation and finish systems, whether such intervention by the insured, a subcontractor, supplier, manufacturer, designer, any governmental unit, or any other entity.

CXL 362 01 99

EXCLUSION — SNOW AND ICE REMOVAL

COMMERCIAL UMBRELLA LIABILITY
CXL 376 01 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The above coverage part is hereby amended as follows:

This insurance does not apply to “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” arising out of snow and ice removal activities that are performed for others by the insured or by any contractors or subcontractors working on the insureds behalf. Snow and Ice Removal includes but is not limited to; snow plowing, snow blowing, snow or ice clearing, shoveling or salting, by any means whether mechanical or by hand.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

COMMERCIAL UMBRELLA LIABILITY
CXL 388 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL UMBRELLA LIABILITY
CXL 400 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

I. The insurance does not apply

A. Under any Liability Coverage, to “bodily injury” or “property damage”:

- (1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to “bodily injury” and “property damage” resulting from “hazardous properties” of “nuclear material”, if:

- (1)** The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2)** The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3)** The “bodily injury” or “property damage” arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located with the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such “nuclear facility” and any property there at.

II. As used in this endorsement:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material”, “special nuclear material” or “by-product material”.

“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material (a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radio-active contamination of property.

**EXCLUSION — VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING
MATERIAL OR INFORMATION**

COMMERCIAL UMBRELLA LIABILITY
CXL 413 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. The following is added as an exclusion under **SECTION I — COVERAGES, B. Exclusions**

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

“Bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

EXCLUSION — EMPLOYMENT PRACTICES LIABILITY

COMMERCIAL UMBRELLA LIABILITY
CXL 453 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- A.** Exclusion **B.9. Employment Related Practices** of **SECTION I — COVERAGES** is deleted in its entirety and replaced by the following:

This insurance does not apply to any liability for any claim based upon, arising out of, directly or indirectly resulting from “employment practices wrongful acts”, whether or not such coverage is provided for by the “underlying insurance”.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B.** The following is added to **SECTION V — DEFINITIONS**:

1. “Employment Practices Wrongful Acts” means any of the following employment related acts: if alleged by or on behalf of a claimant:
 - a. violations of any federal, state, or local civil rights laws;
 - b. wrongful dismissal, discharge, discipline, or termination of employment whether actual or constructive;
 - c. breach of a written or oral employment contract or implied employment contract;
 - d. demotion, denial of tenure, failure or refusal to hire or promote, or wrongful deprivation of a career opportunity;
 - e. negligent reassignment, hiring, supervision, evaluation, training, or retention;
 - f. misrepresentations;
 - g. defamation (including libel and slander), invasion of privacy, false arrest, detention, or imprisonment;
 - h. sexual or workplace harassment;
 - i. any violation of employment discrimination laws based upon such person’s race, sex, religion, sexual orientation, disability, marital status, pregnancy, age, national origin, veteran status or any other status that is protected pursuant to any foreign, federal, state, or local statutory law or common law;
 - j. failure to prevent the existence of an abusive or hostile work environment;
 - k. wrongful infliction of emotional distress, mental anguish, or humiliation;
 - l. retaliatory treatment of an “employee” alleged to be because such individual:
 - a. exercised his or her rights under law, including rights under workers compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act, or any other law relating to employee rights;
 - b. refused to violate any law or opposed any unlawful practice;
 - c. assisted or testified in or cooperated with any legal proceeding or formal governmental investigation regarding alleged violations of law by you;
 - d. disclosed or expressed an intent to disclose to a superior or to any governmental agency any alleged violations of law; or
 - e. filed or expressed intent to file any claim against you under the Federal False Claims Act or any other similar foreign, federal, state, or local “whistle blower” law.

EXCLUSION — FIDUCIARY LIABILITY

COMMERCIAL UMBRELLA LIABILITY
CXL 454 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. The following is added to **B. Exclusions of SECTION I — COVERAGES:**

1. This insurance does not apply to any liability for any claim based upon, arising out of, or directly or indirectly resulting from:
 - a. any actual or alleged violation of any of the responsibilities, obligations, or duties imposed upon fiduciaries of an “employee benefit plan” by ERISA or the common or statutory law(s) of any jurisdiction; or
 - b. any other matter claimed against you solely by reason of your status as a fiduciary of an “employee benefit plan”; or
 - c. any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty in your administration of an “employee benefit plan”,

whether or not such coverage is provided by the “underlying insurance”.

B. The following is added to **SECTION V — DEFINITIONS:**

1. “Employee Benefit Plan” means:
 1. any employee welfare benefit plan as defined by ERISA or any similar state, local or foreign law or regulation which provides benefits or services to your “employees” and which was, is now, or becomes sponsored solely by you exclusively for your “employees”;
 2. any pension plan, including an employee stock ownership plan, which was, or is, sponsored solely by you exclusively for your “employees”;
 3. any group insurance program, including a Health Savings Account (HSA) program, that meets the safe harbor conditions set forth in 29 C.F.R. 2510.3-1(j)(1), or any benefit plan that is not subject to Title I of ERISA, including any fringe benefit or excess benefit plan, that was, is now, or becomes sponsored solely by you exclusively for the benefit of your “employees”; or
 4. any other benefit plan you sponsor solely for your “employees” not subject to Title I of ERISA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 456 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to Paragraph **M. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV — CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”. This waiver applies only if, in that same written contract or agreement, you have agreed:

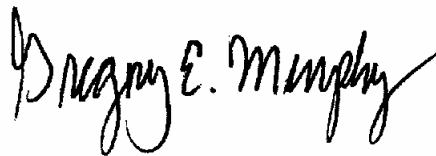
1. To waive any right of recovery against that person or organization; or
2. To include such person or organization as an additional insured on an “underlying policy”; or
3. To assume the liability of that person or organization and that written contract or agreement qualifies as an insured contract; and
4. The “underlying insurance” contains a substantially similar waiver of recovery rights.

This endorsement applies only if the “bodily injury” or “property damage” occurs subsequent to all parties’ execution of the written contract or written agreement.

We will provide the insurance described in this policy in return for the premium
and compliance with all applicable provisions of this policy

A handwritten signature in black ink, appearing to read "Michael H. [unclear]".

Secretary

A handwritten signature in black ink, clearly legible as "Gregory E. Murphy".

Chairman

POLICY

SCHEDULE

SELECTIVE INSURANCE
BRANCHVILLE, NEW JERSEY 07890

ISSUE DATE: 12/22/2014

Policy No	Issued To	
S 2056307	C&D LAFACE CONSTRUCTIONINC	

Period	Transaction Type	Agent Number
12/25/2014 12/25/2015	RENEWAL	00-11795-00000

Billing Type	Transaction Eff. Date	Number of Installments
DIRECT BILL	12/25/2014	12

BILL ACCOUNT: 376 707 268

PAYMENT WILL BE BILLED AS FOLLOWS:

	SCHEDULED BILL DATE	SCHEDULED DUE DATE	PREMIUM AMOUNTS
01.	12/28/2014	12/31/2014	7,301.90
02.	01/25/2015	01/28/2015	7,161.83
03.	02/22/2015	02/25/2015	7,161.83
04.	03/22/2015	03/25/2015	7,161.83
05.	04/26/2015	04/29/2015	7,161.83
06.	05/24/2015	05/27/2015	7,161.83
07.	06/28/2015	07/01/2015	7,161.83
08.	07/26/2015	07/29/2015	7,161.83
09.	08/23/2015	08/26/2015	7,161.83
10.	09/27/2015	09/30/2015	7,161.83
11.	10/25/2015	10/28/2015	7,161.83
12.	11/22/2015	11/25/2015	7,161.87
	TOTAL		\$86,082.07

THIS IS NOT A BILL.

A bill will be sent under separate cover.

This is a schedule of payments due based on your original policy premium.

Changes made to the policy premium after this date will be reflected on future bills.

An installment fee, which varies by state, will be added to each installment bill.

IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a monthly bill. The monthly bills we send will show (1) the total billed minimum amount due on Your account for that month and (2) the remaining installments due on Your account. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us.

Your policy or policies paid for under the payment plan will be cancelled and the payment due date for amounts owed under the payment plan will be accelerated if You fall behind more than twice on the total billed minimum amount. Any time a payment is late and You fall behind on the total billed minimum amount owed to Us under the payment plan, we will issue a policy cancellation notice for failure to pay premium. For the first two times you fall behind, if You pay the total billed minimum amount before the cancellation date contained in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay **on or before the next installment due date, the full outstanding payment plan balance (not just the total billed minimum amount in the most recent bill)**. If You do not pay the full outstanding payment plan balance on or before the next installment due date, We will cancel Your policy(ies). If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

ONE OR MORE OF SELECTIVE INSURANCE GROUP, INC.'S MEMBER INSURERS WHICH INCLUDE SELECTIVE INSURANCE COMPANY OF AMERICA (SICA), SELECTIVE WAY INSURANCE COMPANY (SWIC), SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA (SICSC), SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST (SICSE), SELECTIVE INSURANCE COMPANY OF NEW YORK (SICNY), SELECTIVE INSURANCE COMPANY OF NEW ENGLAND (SICNE), AND SELECTIVE AUTO INSURANCE COMPANY OF NEW JERSEY (SAICNJ) HAVE ISSUED YOUR POLICY TO WHICH THIS POLICY SCHEDULE PERTAINS.



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: JANUARY 12, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: JANUARY 12, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
A00001Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
 40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: JANUARY 12, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL AUTO COVERAGE PART																									
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.																									
POLICY CHANGE(S) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Adding a Location</td> <td style="width: 33%;">Adding a Classification</td> <td style="width: 33%;">Amending Minimum Premium(s)</td> </tr> <tr> <td>Deleting a Location</td> <td>Changing a Classification</td> <td>Amending Limit(s) of Liability</td> </tr> <tr> <td>Changing a Location</td> <td>Amending Declarations</td> <td>Adding Loss Payee</td> </tr> <tr> <td>Changing a Policy Period</td> <td>Adding Schedule</td> <td>Deleting Loss Payee</td> </tr> <tr> <td>Adding Endorsement(s)</td> <td>Deleting Schedule</td> <td>Adding Mortgagee</td> </tr> <tr> <td>Deleting Endorsement(s)</td> <td>Amending Schedule</td> <td>Deleting Mortgagee</td> </tr> <tr> <td>Amending Endorsement(s)</td> <td>Amending Premium Basis</td> <td>Amending Rating Data</td> </tr> <tr> <td>Amending Rates</td> <td>Amending Premium</td> <td>Amending Protection Class</td> </tr> </table>		Adding a Location	Adding a Classification	Amending Minimum Premium(s)	Deleting a Location	Changing a Classification	Amending Limit(s) of Liability	Changing a Location	Amending Declarations	Adding Loss Payee	Changing a Policy Period	Adding Schedule	Deleting Loss Payee	Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee	Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee	Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data	Amending Rates	Amending Premium	Amending Protection Class
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Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data																							
Amending Rates	Amending Premium	Amending Protection Class																							
Description Of Change(s) VEHICLE ADDED AS FOLLOWS: VEHICLE # 015 2014 HAULMARK 16HCB1219EP095739 HAS BEEN ADDED. THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CA7914A 01/95 NY BUSINESS AUTO DEC PAGE 1 CA7914B 01/95 AUTO DEC -LOSS PAYEE CA7915 10/01 NY BUSINESS AUTO DECLARATIONS PAGE 2 THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CANCELLED EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IN0350 11/10 IMPORTANT NOTICE TO POLICYHOLDERS-NY TOTAL AUTOMOBILE ADDL/RETURN PREMIUM: 39.00																									
Additional Endorsement Premium \$39.00																									
Date Issued: JANUARY 12, 2015 Issuing Office: NORTHEAST REGION																									
Authorized Representative: _____																									

IL-7017 (12/03)

INSURED'S COPY

S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: JANUARY 12, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$7,567.00
Mandatory Personal Injury Protection	5	\$50,000	\$586.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$308.00
Additional Personal Injury Protection		\$200,000	\$894.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$26.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$612.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$414.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,457.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$120.00

Auto Schedule													
No.		Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost		
									Year	N/U			
NY	1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200		
NY	2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664		
NY	3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000		
NY	4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641		
CONTINUED ON SCHEDULE: CA-7916													
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance				Towing Prem.	
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.		Prem.
NY	1	012	47			1		250	14		500	38	
NY	2	012	669	50	28	2	51	500	21		500	84	
NY	3	012	669	50	28	2	51	500	18		500	62	
NY	4	012	573	50	28	2	51	250	36		500	123	
Totals \$													

Totals \$

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$11,090.00 (This premium may be subject to adjustment.)
---	--

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: JANUARY 12, 2015
---	--

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.		Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost		
									Year	N/U			
NY	5	FORD	02	ECONOLINE	1FTPE242X2HA65255	L	S/014890/L						
NY	6	CHEV	02	EXPRESS G2	1GCGG25R721226661	L	S/014890/L				\$22,213		
NY	7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L				\$15,000		
NY	8	FORD	03	F550 SUPER	1FDAF56S63EA32625	M	S/214890/L				\$35,000		
NY	9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L				\$17,956		
NY	10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L				\$36,215		
NY	11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L				\$23,665		
NY	12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L				\$33,830		
NY	13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L				\$20,000		
NY	14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L				\$35,000		
NY	15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L				\$5,000		
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance					Towing Prem.
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.	Prem.	
NY	5	012	573	50	28	2	51						
NY	6	012	573	50	28	2	51	250	33		500	100	
NY	7	012	47			1		250	18		500	58	
NY	8	012	603	50	28	2	51	250	26		500	90	
NY	9	012	573	50	28	2	51	500	26		500	91	
NY	10	012	573	50	28	2	51	250	50		500	196	
NY	11	012	603	50	28	2	51	250	24		500	74	
NY	12	012	603	50	28	2	51	250	42		500	154	
NY	13	012	784	43		2	51	250	36		500	111	
NY	14	012	573	43	28	2	51	250	59		500	245	
NY	15	012						250	11		500	31	
Totals \$		7,463	586		308	26	612	414			1,457		

Coverage Effective Date
JANUARY 12, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No.	Name and Address of Loss Payee
NY 12	M&T BANK ONE FOUNTAIN PLACE BUFFALO, NY 14203
NY 14	ALLY FINANCIAL PO BOX 8104 COCKEYSVILLE, MD 21030



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: MARCH 6, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: APRIL 7, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
A00002Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: MARCH 6, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL AUTO COVERAGE PART																									
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.																									
POLICY CHANGE(S) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Adding a Location</td> <td style="width: 33%;">Adding a Classification</td> <td style="width: 33%;">Amending Minimum Premium(s)</td> </tr> <tr> <td>Deleting a Location</td> <td>Changing a Classification</td> <td>Amending Limit(s) of Liability</td> </tr> <tr> <td>Changing a Location</td> <td>Amending Declarations</td> <td>Adding Loss Payee</td> </tr> <tr> <td>Changing a Policy Period</td> <td>Adding Schedule</td> <td>Deleting Loss Payee</td> </tr> <tr> <td>Adding Endorsement(s)</td> <td>Deleting Schedule</td> <td>Adding Mortgagee</td> </tr> <tr> <td>Deleting Endorsement(s)</td> <td>Amending Schedule</td> <td>Deleting Mortgagee</td> </tr> <tr> <td>Amending Endorsement(s)</td> <td>Amending Premium Basis</td> <td>Amending Rating Data</td> </tr> <tr> <td>Amending Rates</td> <td>Amending Premium</td> <td>Amending Protection Class</td> </tr> </table>		Adding a Location	Adding a Classification	Amending Minimum Premium(s)	Deleting a Location	Changing a Classification	Amending Limit(s) of Liability	Changing a Location	Amending Declarations	Adding Loss Payee	Changing a Policy Period	Adding Schedule	Deleting Loss Payee	Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee	Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee	Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data	Amending Rates	Amending Premium	Amending Protection Class
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Amending Rates	Amending Premium	Amending Protection Class																							
Description Of Change(s) LOSS PAYEE HAS BEEN AMENDED. VEHICLE ADDED AS FOLLOWS: VEHICLE # 016 2015 B-WISE 58CB3EK29FC001629 HAS BEEN ADDED. THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">CA7914A</td> <td style="width: 10%;">01/95</td> <td style="width: 70%;">NY BUSINESS AUTO DEC PAGE 1</td> </tr> <tr> <td>CA7914B</td> <td>01/95</td> <td>AUTO DEC -LOSS PAYEE</td> </tr> <tr> <td>CA7915</td> <td>10/01</td> <td>NY BUSINESS AUTO DECLARATIONS PAGE 2</td> </tr> <tr> <td>IL7017</td> <td>12/03</td> <td>NY POLICY CHANGES ENDORSEMENT</td> </tr> <tr> <td>IL7025A</td> <td>11/89</td> <td>COMMERCIAL POLICY INFORMATION PAGE</td> </tr> </table> TOTAL AUTOMOBILE ADDL/RETURN PREMIUM: 137.00		CA7914A	01/95	NY BUSINESS AUTO DEC PAGE 1	CA7914B	01/95	AUTO DEC -LOSS PAYEE	CA7915	10/01	NY BUSINESS AUTO DECLARATIONS PAGE 2	IL7017	12/03	NY POLICY CHANGES ENDORSEMENT	IL7025A	11/89	COMMERCIAL POLICY INFORMATION PAGE									
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IL7017	12/03	NY POLICY CHANGES ENDORSEMENT																							
IL7025A	11/89	COMMERCIAL POLICY INFORMATION PAGE																							
Additional Endorsement Premium \$137.00																									
Date Issued: APRIL 7, 2015																									
Authorized Representative: _____																									
Issuing Office: NORTHEAST REGION																									

S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: MARCH 6, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$7,627.00
Mandatory Personal Injury Protection	5	\$50,000	\$590.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$308.00
Additional Personal Injury Protection		\$200,000	\$898.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$27.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$612.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$437.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,539.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$120.00

Auto Schedule											
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost	
NY 1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200	
NY 2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664	
NY 3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000	
NY 4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641	
CONTINUED ON SCHEDULE: CA-7916											
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem.	Supp Unins Motorists	Physical Damage Insurance		Towing Prem.	
								Comprehensive	Specified Causes of Loss	Collision	
								Ded.	Prem.	Ded.	Prem.
NY 1	012	47				1		250	14	500	38
NY 2	012	669	50		28	2	51	500	21	500	84
NY 3	012	669	50		28	2	51	500	18	500	62
NY 4	012	573	50		28	2	51	250	36	500	123
Totals \$											

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$11,260.00 (This premium may be subject to adjustment.)
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NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: MARCH 6, 2015
---	---

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 5	FORD	02	ECONOLINE	1FTPE242X2HA65255	L	S/014890/L							
NY 6	CHEV	02	EXPRESS G2	1GCGG25R721226661	L	S/014890/L				\$22,213			
NY 7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L				\$15,000			
NY 8	FORD	03	F550 SUPER	1FDAF56S63EA32625	M	S/214890/L				\$35,000			
NY 9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L				\$17,956			
NY 10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L				\$36,215			
NY 11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L				\$23,665			
NY 12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L				\$33,830			
NY 13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L				\$20,000			
NY 14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L				\$35,000			
NY 15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L				\$5,000			
NY 16	B-WI	15	TRAILER	58CB3EK29FC001629		684990/L				\$12,666			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance					Towing Prem.
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.	Prem.	
NY 5	012	573	50		28	2	51						
NY 6	012	573	50		28	2	51	250	33		500	100	
NY 7	012	47				1		250	18		500	58	
NY 8	012	603	50		28	2	51	250	26		500	90	
NY 9	012	573	50		28	2	51	500	26		500	91	
NY 10	012	573	50		28	2	51	250	50		500	196	
NY 11	012	603	50		28	2	51	250	24		500	74	
NY 12	012	603	50		28	2	51	250	42		500	154	
NY 13	012	784	43			2	51	250	36		500	111	
NY 14	012	573	43		28	2	51	250	59		500	245	
NY 15	012							250	11		500	31	
NY 16	012	60	4			1		250	23		500	82	
Totals \$		7,523	590		308	27	612		437			1,539	

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

NY 12 M&T BANK
ONE FOUNTAIN PLACE
BUFFALO, NY 14203

NY 14 ALLY FINANCIAL
PO BOX 8104
COCKEYSVILLE, MD 21030

NY 16 KEY EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION
PO BOX 3886
BELLEVUE, WA 98009

Endorsement Number
IR0001Policy Number
2056307**SELECTIVE INSURANCE COMPANY OF AMERICA**

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: MARCH 6, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL INLAND MARINE COVERAGE PART																										
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Description Of Change(s) ITEM ADDED AS FOLLOWS: ITEM # 00021 2007 SKYTRAK FORKLIFT S N 0160029058 HAS BEEN ADDED TO THE INLAND MARINE CONTRACTORS EQUIPMENT SCHEDULE. ITEM # 00022 2005 SKYTRAK 10054 HAS BEEN ADDED TO THE INLAND MARINE CONTRACTORS EQUIPMENT SCHEDULE. THE FOLLOWING INLAND MARINE FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE THE FOLLOWING INLAND MARINE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CM7195 01/09 CONTRACTOR'S EQUIP LOSS PAYEE SCHEDULE TOTAL INLAND MARINE ADDL/RETURN PREMIUM: 389.00																										
		Additional Endorsement Premium \$389.00																								
Date Issued: APRIL 7, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

CONTRACTORS EQUIPMENT LOSS PAYEE SCHEDULE

POLICY NUMBER: S 2056307

COMMERCIAL INLAND MARINE
CM 71 95 01 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

Name of Person or Organization	Item (see CM 70 96)
GREAT LAKES SCAFFOLDING INC 363 EASTERN BLVD WATERTOWN, NY 13601	00020
KEYBANK EQUIPMENT FINANCE, A DIVISI OF KEYBANK NATIONAL ASSOCIATION PO BOX 3886 BELLEVUE, WA 98009	00021, 00022

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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CM 71 95 01 09

INSURED'S COPY



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

IMPORTANT NOTICE CONCERNING VEHICLES REGISTERED IN NEW YORK

Proof of financial security is required to be maintained continuously throughout the registration period. If you do not keep your insurance in force during the entire registration period, your registration will be subject to suspension. If your vehicle is still uninsured after 90 days, your driver license will be suspended. To avoid these penalties you must surrender your registration certificate and plates before your insurance expires. By law your insurance carrier is required to report specific termination information to the Commissioner of Motor Vehicles.

If you have a lapse in insurance coverage of ninety days or less, the law permits you to avoid a suspension of your registration by the payment of a civil penalty for each day or any portion thereof up to ninety days for which your insurance was not in effect. This grace period provision applies only once during any 36 month period. The civil penalties are:

- 1 to 30 day lapse — \$8 per day of lapse
- 31 to 60 day lapse — \$240 plus \$10 per day for days 31 to 60
- 61 to 90 day lapse — \$540 plus \$12 per day for days 61 to 90

IN 00 86 10 05

Issued by The Stock Insurance Company

Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: APRIL 9, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: APRIL 14, 2015 Issuing office: NORTHEAST REGION	

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: APRIL 9, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000
COVERAGE PART AFFECTED COMMERCIAL AUTO COVERAGE PART		
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.		
POLICY CHANGE(S)		
Adding a Location	Adding a Classification	Amending Minimum Premium(s)
Deleting a Location	Changing a Classification	Amending Limit(s) of Liability
Changing a Location	Amending Declarations	Adding Loss Payee
Changing a Policy Period	Adding Schedule	Deleting Loss Payee
Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee
Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee
Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data
Amending Rates	Amending Premium	Amending Protection Class
Description Of Change(s)		
VEHICLE DELETED AS FOLLOWS: VEHICLE # 008 2003 FORD 1FDAF56S63EA32625 HAS BEEN DELETED.		
THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IN0086 10/05 IMPORTANT NOTICE CONCERNING VEHS IN NY		
THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CA7914A 01/95 NY BUSINESS AUTO DEC PAGE 1 CA7914B 01/95 AUTO DEC -LOSS PAYEE CA7915 10/01 NY BUSINESS AUTO DECLARATIONS PAGE 2 IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE		
TOTAL AUTOMOBILE ADDL/RETURN PREMIUM: -605.00		
		Return Endorsement Premium \$605.00
Date Issued: APRIL 14, 2015		
Issuing Office: NORTHEAST REGION		
Authorized Representative: _____		

S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: APRIL 9, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$7,024.00
Mandatory Personal Injury Protection	5	\$50,000	\$540.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$280.00
Additional Personal Injury Protection		\$200,000	\$820.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$25.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$561.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$411.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,449.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$120.00

Auto Schedule											
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost	
NY 1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200	
NY 2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664	
NY 3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000	
NY 4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641	
CONTINUED ON SCHEDULE: CA-7916											
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem.	Supp Unins Motorists	Physical Damage Insurance		Towing Prem.	
								Comprehensive	Specified Causes of Loss	Collision	
								Ded.	Prem.	Ded.	
										Prem.	
NY 1	012	47				1		250	14	500 38	
NY 2	012	669	50		28	2	51	500	21	500 84	
NY 3	012	669	50		28	2	51	500	18	500 62	
NY 4	012	573	50		28	2	51	250	36	500 123	
Totals \$											

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$10,410.00 (This premium may be subject to adjustment.)
---	--

Previous Policy Number

18-20563007

Policy Number

18-20563007

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: APRIL 9, 2015
---	---

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY	5	FORD	02	ECONOLINE	1FTPE242X2HA65255	L	S/014890/L						
NY	6	CHEV	02	EXPRESS G2	1GCGG25R721226661	L	S/014890/L			\$22,213			
NY	7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L			\$15,000			
NY	9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L			\$17,956			
NY	10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L			\$36,215			
NY	11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L			\$23,665			
NY	12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L			\$33,830			
NY	13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L			\$20,000			
NY	14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L			\$35,000			
NY	15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L			\$5,000			
NY	16	B-WI	15	TRAILER	58CB3EK29FC001629		684990/L			\$12,666			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance					Towing Prem.
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.	Prem.	
NY	5	012	573	50	28	2	51						
NY	6	012	573	50	28	2	51	250	33		500	100	
NY	7	012	47			1		250	18		500	58	
NY	9	012	573	50	28	2	51	500	26		500	91	
NY	10	012	573	50	28	2	51	250	50		500	196	
NY	11	012	603	50	28	2	51	250	24		500	74	
NY	12	012	603	50	28	2	51	250	42		500	154	
NY	13	012	784	43		2	51	250	36		500	111	
NY	14	012	573	43	28	2	51	250	59		500	245	
NY	15	012						250	11		500	31	
NY	16	012	60	4		1		250	23		500	82	
Totals \$		6,920	540		280	25	561		411			1,449	

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

NY 12 M&T BANK
ONE FOUNTAIN PLACE
BUFFALO, NY 14203

NY 14 ALLY FINANCIAL
PO BOX 8104
COCKEYSVILLE, MD 21030

NY 16 KEY EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION
PO BOX 3886
BELLEVUE, WA 98009



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

Issued by The Stock Insurance Company

Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: DECEMBER 25, 2014</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: MAY 27, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
610001

Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: DECEMBER 25, 2014																								
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Date Issued: MAY 27, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

Endorsement Number
800001

Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: DECEMBER 25, 2014																								
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Description Of Change(s) SELECTIVE IS COMMITTED TO PROVIDING QUALITY AND CONSISTENCY THROUGHOUT ALL OF OUR CUSTOMER INTERACTIONS. YOUR POLICY WAS INADVERTENTLY ISSUED WITH AN INCORRECT FORM LAWYERS PROFESSIONAL LIABILITY EXCLUSION (CXL 49). YOUR COVERAGE HAS NOT BEEN AFFECTED BY THIS CHANGE. PLEASE FEEL FREE TO CONTACT US WITH ANY QUESTIONS AT 1-866-238-0545. THE FOLLOWING UMBRELLA FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT THE FOLLOWING UMBRELLA FORM(S) AND ENDORSEMENT(S) ARE DELETED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CXL49 04/03 LAWYERS PROFESSIONAL LIABILITY EXCLUSION IN0448 09/13 IMPORTANT NOTICE-CMRCL UB LIAB COV NO CHANGE IN UMBRELLA ADDL/RETURN PREMIUM.																										
		Endorsement Premium NIL																								
Date Issued: MAY 27, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

IL-7017 (12/03)

INSURED'S COPY



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

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Date Issued: JUNE 8, 2015 Issuing office: NORTHEAST REGION	

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

Page 355

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S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: JUNE 9, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
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Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$561.00
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Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,514.00
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Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$120.00

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								Ded.	Prem.		Ded.	Prem.	
NY 1	012	47				1		250	14		500	38	
NY 2	012	669	50		28	2	51	500	21		500	84	
NY 3	012	669	50		28	2	51	500	18		500	62	
NY 4	012	573	50		28	2	51	250	36		500	123	
Totals \$													

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$10,493.00 (This premium may be subject to adjustment.)
---	--

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: JUNE 9, 2015
---	--

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

Coverage Effective Date
JUNE 9, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 5	FORD	02	ECONOLINE	1FTPE242X2HA65255	L	S/014890/L							
NY 6	CHEV	02	EXPRESS G2	1GCGG25R721226661	L	S/014890/L				\$22,213			
NY 7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L				\$15,000			
NY 9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L				\$17,956			
NY 10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L				\$36,215			
NY 11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L				\$23,665			
NY 12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L				\$33,830			
NY 13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L				\$20,000			
NY 14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L				\$35,000			
NY 15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L				\$5,000			
NY 16	B-WI	15	TRAILER	58CB3EK29FC001629		684990/L				\$12,666			
NY 17	ZZ	14	8CAM820DOT	5JPBU2928EP035774		694990/L				\$10,400			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance					Towing Prem.
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.	Prem.	
NY 5	012	573	50		28	2	51						
NY 6	012	573	50		28	2	51	250	33		500	100	
NY 7	012	47				1		250	18		500	58	
NY 9	012	573	50		28	2	51	500	26		500	91	
NY 10	012	573	50		28	2	51	250	50		500	196	
NY 11	012	603	50		28	2	51	250	24		500	74	
NY 12	012	603	50		28	2	51	250	42		500	154	
NY 13	012	784	43			2	51	250	36		500	111	
NY 14	012	573	43		28	2	51	250	59		500	245	
NY 15	012							250	11		500	31	
NY 16	012	60	4			1		250	23		500	82	
NY 17	012							250	18		500	65	
Totals \$		6,920	540		280	25	561	429			1,514		

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

NY 12 M&T BANK
ONE FOUNTAIN PLACE
BUFFALO, NY 14203

NY 14 ALLY FINANCIAL
PO BOX 8104
COCKEYSVILLE, MD 21030

NY 16 KEY EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION
PO BOX 3886
BELLEVUE, WA 98009

NY 17 KEYCORP AND ITS SUBSIDIARIES &
AFFILIATED COMPANIES, INCLUDING KEY
EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION, THEIR SUCCESSORS AND AS

Coverage Effective Date
JUNE 9, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:
Vehicle No. Name and Address of Loss Payee
SQLCA h ? BELLEVUE, WA 98009



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: JULY 15, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: JULY 24, 2015 Issuing office: NORTHEAST REGION	

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: JULY 15, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
DECLARATION CHANGE(S) Named Insured Insured's Address Add/Delete Coverage Parts Other changes	
Description Of Change(s) REVISION LOCATION SCHEDULE AS ATTACHED. THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7036NY 07/95 SCHEDULE OF LOCATIONS PREMIUM BASIS AMENDED AS FOLLOWS: LOCATION # 004 /BUILDING # 001 INFORMATION HAS CHANGES AS FOLLOWS: THE PREMIUM BASIS FOR CLASS CODE 61226 IS AMENDED TO 6,000. THE FOLLOWING GENERAL LIABILITY FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CG7035 06/90 GL COVERAGE DECLARATIONS IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE TOTAL GENERAL LIABILITY ADDL/RETURN PREMIUM: 1,142.00 THE FOLLOWING PROPERTY FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE CONTINUED ON: IL 70 10	
	Additional Endorsement Premium \$2,653.58
Date Issued: JULY 24, 2015 Issuing Office: NORTHEAST REGION Authorized Representative: _____	

IL-7010 (12/03)

INSURED'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015
	Endorsement Effective Date: JULY 15, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
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Description Of Change(s) EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE THE FOLLOWING PROPERTY FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CP7026 10/11 COMMERCIAL PROP DEC TOTAL PROPERTY ADDL/RETURN PREMIUM: 1,505.00 TOTAL PROPERTY ADDL/RETURN SURCHARGE: 6.58 THE FOLLOWING UMBRELLA FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT	
	Endorsement Premium
Date Issued: JULY 24, 2015 Issuing Office: NORTHEAST REGION Authorized Representative: _____	

SCHEDULE OF LOCATIONS

Policy Effective Date: DECEMBER 25, 2014

Schedule Effective Date: JULY 15, 2015

Prem.**No.****Location****Bldg.****No.****Occupancy and Construction**

1

817 BUTTERNUT ST
1-BOTTLE RETURN 1-INSO STORAGE
SYRACUSE, NY 13208

1

RECYCLE/STORAGE JOIST MASN

2

819 BUTTERNUT ST
SYRACUSE, NY 13208

1

STORAGE NON-COMBUS

3

3721 NEW COURT AVE
SYRACUSE, NY 13206

1

OFFICE/STORAGE MAS NONCOM

4

8531 OSWEGO RD
BALDWINVILLE, NY 13027

1

OFFICE MAS NONCOM

Endorsement Number
EP0006

Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: JULY 15, 2015																								
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Date Issued: JULY 24, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

IL-7017 (12/03)

INSURED'S COPY

COMMERCIAL PROPERTY COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014				Coverage Effective Date: JULY 15, 2015					
Insurance is provided only for those coverages for which a specific limit is shown in the following coverage									
Coverage — Scheduled Locations									
Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Cause of Loss	Coins	Deductible	Inflation Guard		
1	1	BUILDING	\$433,564	SPECIAL	90%	\$500	REPL. COS		
1	1	BUSN PERS PROP	\$5,207	SPECIAL	90%	\$500	REPL. COS		
2	1	BUILDING	\$160,462	SPECIAL	90%	\$500	REPL. COS		
2	1	BUSN PERS PROP	\$10,414	SPECIAL	90%	\$500	REPL. COS		
3	1	BUILDING	\$380,326	SPECIAL	90%	\$500	REPL. COS		
3	1	BUSN PERS PROP	\$52,071	SPECIAL	90%	\$500	REPL. COS		
4	1	BUILDING	\$750,000	SPECIAL	90%	\$500	REPL. COS		
4	1	BUSN PERS PROP	\$75,000	SPECIAL	90%	\$500	REPL. COS		
Coverage — Blanket Locations									
Prem. No.	Bldg. No.	Coverage	Rating Value	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard	Blanket ID
Business Income									
Prem. No.	Bldg. No.	Coverage Type	Limit of Insurance	Waiting Period (hrs)	Coins	Monthly Limit of Indemnity	Max Period of Indemnity	Extended Period of Indemnity	Blanket ID
1	1	BINC EXTRA EXPENS	\$10,000	72	100%				
3	1	BINC EXTRA EXPENS	\$100,000	72	90%				
4	1	BINC EXTRA EXPENS	\$500,000	72	90%				
Blanket Coverage									
Blanket ID #		Blanket Group			Total Blanket Limit				
Extra Expense									
Prem. No.	Bldg. No.	Limit	Monthly Limitation	Prem. No.	Bldg. No.	Limit	Monthly Limitation		
Forms and Endorsements:							Premium Amount		
Refer to “Commercial Policy Forms and Endorsement Schedule”							\$7,435.78		
							(This premium may be subject to adjustment)		

Endorsement Number
610002

Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: JULY 15, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
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		Additional Endorsement Premium \$1,142.00																								
Date Issued: JULY 24, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

IL-7017 (12/03)

INSURED'S COPY

Previous Policy Number
S 2056307Policy Number
S 2056307**COMMERCIAL LIABILITY COVERAGE DECLARATION**

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: JULY 15, 2015
Business of Named Insured: COMMERCIAL GC	

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits**COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$100,000
Medical Expense Limit -- Any One Person	\$10,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
TERRORISM					\$1,131.00	
Owner, Lessee or Contractor	20738		45.000		\$45.00	
Completed Ops	31075			65.000		\$65.0
Automatic Status Completed Op	31080			200.000		\$200.0
LOCATION #001 BUILDING #001 -----						
MASONRY SL (T-004)	31023	321,752 (P)	38.617	4.668	\$12,425.00	\$1,502.0
TILE, STONE, MOSAIC WORK INT. SL (T-004)	31031	1,480,286 (P)	18.260	4.550	\$27,030.00	\$6,735.0
SUBCONTRACTORS-COMMERCIAL (T-004)	31058	1,100,000 (C)	2.249	1.477	\$2,474.00	\$1,625.0
BUILDINGS PREM MERC MANF OTHER THA (T-004)	61212	1,500 (A)	88.904	----	\$133.00	COV'D
LOCATION #003 BUILDING #001 -----						
BUILDINGS PREMISES OTHER THAN NOT (T-004)	61226	5,100 (A)	356.963	----	\$1,821.00	COV'D
CONTINUED ON SCHEDULE: CG-7045						
Minimum Premium		\$720.00	Total Premium		\$47,564.00	\$10,127.00

Location of all premises you own, rent, or control:
Refer to "Schedule of Locations"

Premium and Rate Legend		
(P)	Payroll	- rate per \$1000 of payroll
(A)	Area	- rate per 1000 square feet
(C)	Total Cost	- rate per \$1000 of cost

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Advance Premium \$57,691.00 (This premium may be subject to adjustment.)
--	--

COMMERCIAL LIABILITY SCHEDULE

Classification	Class Code	Premium Basis	Rates		Advance Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
LOCATION #004 BUILDING #001						
BUILDINGS PREMISES OTHER THAN NOT (T-021)	61226	6,000 (A)	417.501	----	\$2,505.00	COV'D

Endorsement Number

Policy Number

800002

2056307

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: JULY 15, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
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Description Of Change(s) REVISE LOCATION SCHEDULE AS ATTACHED. THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7036NY 07/95 SCHEDULE OF LOCATIONS THE FOLLOWING UMBRELLA FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT																										
		Endorsement Premium NIL																								
Date Issued: JULY 24, 2015 Issuing Office: NORTHEAST REGION Authorized Representative: _____																										

IL-7017 (12/03)

INSURED'S COPY



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015
	Endorsement Effective Date: JULY 20, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
DECLARATION CHANGE(S) Named Insured Insured's Address Add/Delete Coverage Parts Other changes	
Description Of Change(s) THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7990 10/10 THIRD PARTY NOTICE THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES	
	Endorsement Premium NIL
Date Issued: JULY 29, 2015 Issuing Office: NORTHEAST REGION	
Authorized Representative: _____	

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CAROUSEL CENTER CO, LP DESTINY USA HOLDINGS, LLC C/O PYRAMID MANAGEMENT GROUP, LLC	4 CLINTON SQUARE SYRACUSE, NY 13202	30



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

IMPORTANT NOTICE CONCERNING VEHICLES REGISTERED IN NEW YORK

Proof of financial security is required to be maintained continuously throughout the registration period. If you do not keep your insurance in force during the entire registration period, your registration will be subject to suspension. If your vehicle is still uninsured after 90 days, your driver license will be suspended. To avoid these penalties you must surrender your registration certificate and plates before your insurance expires. By law your insurance carrier is required to report specific termination information to the Commissioner of Motor Vehicles.

If you have a lapse in insurance coverage of ninety days or less, the law permits you to avoid a suspension of your registration by the payment of a civil penalty for each day or any portion thereof up to ninety days for which your insurance was not in effect. This grace period provision applies only once during any 36 month period. The civil penalties are:

- 1 to 30 day lapse — \$8 per day of lapse
- 31 to 60 day lapse — \$240 plus \$10 per day for days 31 to 60
- 61 to 90 day lapse — \$540 plus \$12 per day for days 61 to 90

IN 00 86 10 05

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: AUGUST 4, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: AUGUST 5, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
A00005Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: AUGUST 4, 2015																								
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Description Of Change(s) <p>VEHICLE ADDED AS FOLLOWS:</p> <p>VEHICLE # 018 2007 CHEVROLET 1GCGG25U171115275 HAS BEEN ADDED.</p> <p>VEHICLE # 019 2009 CHEVROLET 1GCGG25C191178869 HAS BEEN ADDED.</p> <p>VEHICLE DELETED AS FOLLOWS:</p> <p>VEHICLE # 005 2002 FORD 1FTPE242X2HA65255 HAS BEEN DELETED.</p> <p>VEHICLE # 006 2002 CHEVROLET 1GCGG25R721226661 HAS BEEN DELETED.</p> <p>THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE:</p> <p>IN0086 10/05 IMPORTANT NOTICE CONCERNING VEHS IN NY</p> <p>THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE:</p> <table style="width: 100%; border: none;"> <tr> <td>CA2233</td> <td>01/11</td> <td>NY ADDED PIP</td> </tr> <tr> <td>CA7914A</td> <td>01/95</td> <td>NY BUSINESS AUTO DEC PAGE 1</td> </tr> <tr> <td>CA7914B</td> <td>01/95</td> <td>AUTO DEC -LOSS PAYEE</td> </tr> <tr> <td>CA7915</td> <td>10/01</td> <td>NY BUSINESS AUTO DECLARATIONS PAGE 2</td> </tr> <tr> <td>IL7017</td> <td>12/03</td> <td>NY POLICY CHANGES ENDORSEMENT</td> </tr> <tr> <td>IL7025A</td> <td>11/89</td> <td>COMMERCIAL POLICY INFORMATION PAGE</td> </tr> </table> <p>TOTAL AUTOMOBILE ADDL/RETURN PREMIUM: 148.00</p> <p style="text-align: right;">CONTINUED ON: IL 70 17</p>		CA2233	01/11	NY ADDED PIP	CA7914A	01/95	NY BUSINESS AUTO DEC PAGE 1	CA7914B	01/95	AUTO DEC -LOSS PAYEE	CA7915	10/01	NY BUSINESS AUTO DECLARATIONS PAGE 2	IL7017	12/03	NY POLICY CHANGES ENDORSEMENT	IL7025A	11/89	COMMERCIAL POLICY INFORMATION PAGE						
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Additional Endorsement Premium \$168.00																									
Date Issued: AUGUST 5, 2015																									
Authorized Representative: _____																									
Issuing Office: NORTHEAST REGION																									

Endorsement Number
A00005Policy Number
2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
 40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: AUGUST 4, 2015																								
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Description Of Change(s) TOTAL AUTOMOBILE ADDL/RETURN SURCHARGE: 20.00																									
Endorsement Premium																									
Date Issued: AUGUST 5, 2015																									
Authorized Representative: _____																									
Issuing Office: NORTHEAST REGION																									

S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: AUGUST 4, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$7,235.00
Mandatory Personal Injury Protection	5	\$50,000	\$526.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$280.00
Additional Personal Injury Protection		\$200,000	\$806.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$25.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$561.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$473.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,655.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$140.00

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200			
NY 2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664			
NY 3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000			
NY 4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641			
CONTINUED ON SCHEDULE: CA-7916													
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem.	Supp Unins Motorists	Physical Damage Insurance		Specified Causes of Loss	Collision		Towing Prem.
								Ded.	Prem.		Ded.	Prem.	
NY 1	012	47				1		250	14		500	38	
NY 2	012	669	50		28	2	51	500	21		500	84	
NY 3	012	669	50		28	2	51	500	18		500	62	
NY 4	012	573	50		28	2	51	250	36		500	123	
Totals \$													

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$10,895.00 (This premium may be subject to adjustment.)
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NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: AUGUST 4, 2015
---	--

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

Coverage Effective Date
AUGUST 4, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L				\$15,000			
NY 9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L				\$17,956			
NY 10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L				\$36,215			
NY 11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L				\$23,665			
NY 12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L				\$33,830			
NY 13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L				\$20,000			
NY 14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L				\$35,000			
NY 15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L				\$5,000			
NY 16	B-WI	15	TRAILER	58CB3EK29FC001629		684990/L				\$12,666			
NY 17	ZZ	14	8CAM820DOT	5JPBU2928EP035774		694990/L				\$10,400			
NY 18	CHEV	07	EXPRESS G2	1GCGG25U171115275	L	C/034890/L				\$22,595			
NY 19	CHEV	09	EXPRESS G2	1GCGG25C191178869	L	S/014890/L				\$24,540			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance				Towing Prem.	
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.		Prem.
NY 7	012	47				1		250	18		500	58	
NY 9	012	573	50		28	2	51	500	26		500	91	
NY 10	012	573	50		28	2	51	250	50		500	196	
NY 11	012	603	50		28	2	51	250	24		500	74	
NY 12	012	603	50		28	2	51	250	42		500	154	
NY 13	012	784	43			2	51	250	36		500	111	
NY 14	012	573	43		28	2	51	250	59		500	245	
NY 15	012							250	11		500	31	
NY 16	012	60	4			1		250	23		500	82	
NY 17	012							250	18		500	65	
NY 18	012	784	43		28	2	51	250	39		500	121	
NY 19	012	573	43		28	2	51	250	38		500	120	
Totals \$		7,131	526		280	25	561	473			1,655		

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

NY 12 M&T BANK
ONE FOUNTAIN PLACE
BUFFALO, NY 14203

NY 14 ALLY FINANCIAL
PO BOX 8104
COCKEYSVILLE, MD 21030

NY 16 KEY EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION
PO BOX 3886
BELLEVUE, WA 98009

NY 17 KEYCORP AND ITS SUBSIDIARIES &
AFFILIATED COMPANIES, INCLUDING KEY
EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION, THEIR SUCCESSORS AND AS

Coverage Effective Date
AUGUST 4, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee
SQLCA h ? BELLEVUE, WA 98009

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 2	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 3	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 4	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 9	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 10	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 11	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 12	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 14	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 18	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 19	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015
	Endorsement Effective Date: AUGUST 5, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
DECLARATION CHANGE(S) Named Insured Insured's Address Add/Delete Coverage Parts Other changes	
Description Of Change(s) THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES IL7990 10/10 THIRD PARTY NOTICE	
	Endorsement Premium NIL
Date Issued: AUGUST 11, 2015 Issuing Office: NORTHEAST REGION	
Authorized Representative: _____	

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CAROUSEL CENTER CO, LP DESTINY USA HOLDINGS, LLC C/O PYRAMID MANAGEMENT GROUP, LLC	4 CLINTON SQUARE SYRACUSE, NY 13202	30

IL 79 90 10 10

This endorsement modifies insurance provided under the following:

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
PARSONS-MCKENNA CONSTRUCTION COMPAN	117 METROPOLITAN DR LIVERPOOL, NY 13088	30



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: AUGUST 14, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: AUGUST 14, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
IR0003Policy Number
2056307**SELECTIVE INSURANCE COMPANY OF AMERICA**

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: AUGUST 14, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL INLAND MARINE COVERAGE PART																										
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.																										
POLICY CHANGE(S) <table border="0"> <tr> <td>Adding a Location</td> <td>Adding a Classification</td> <td>Amending Minimum Premium(s)</td> </tr> <tr> <td>Deleting a Location</td> <td>Changing a Classification</td> <td>Amending Limit(s) of Liability</td> </tr> <tr> <td>Changing a Location</td> <td>Amending Declarations</td> <td>Adding Loss Payee</td> </tr> <tr> <td>Changing a Policy Period</td> <td>Adding Schedule</td> <td>Deleting Loss Payee</td> </tr> <tr> <td>Adding Endorsement(s)</td> <td>Deleting Schedule</td> <td>Adding Mortgagee</td> </tr> <tr> <td>Deleting Endorsement(s)</td> <td>Amending Schedule</td> <td>Deleting Mortgagee</td> </tr> <tr> <td>Amending Endorsement(s)</td> <td>Amending Premium Basis</td> <td>Amending Rating Data</td> </tr> <tr> <td>Amending Rates</td> <td>Amending Premium</td> <td>Amending Protection Class</td> </tr> </table>			Adding a Location	Adding a Classification	Amending Minimum Premium(s)	Deleting a Location	Changing a Classification	Amending Limit(s) of Liability	Changing a Location	Amending Declarations	Adding Loss Payee	Changing a Policy Period	Adding Schedule	Deleting Loss Payee	Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee	Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee	Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data	Amending Rates	Amending Premium	Amending Protection Class
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Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data																								
Amending Rates	Amending Premium	Amending Protection Class																								
Description Of Change(s) ITEM ADDED AS FOLLOWS: ITEM # 00023 60' BRIDGE & 30' BRIDGE WITH ALL ACCESSORIES HAS BEEN ADDED TO THE INLAND MARINE CONTRACTORS EQUIPMENT SCHEDULE. THE FOLLOWING INLAND MARINE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE TOTAL INLAND MARINE ADDL/RETURN PREMIUM: 63.00																										
		Additional Endorsement Premium \$63.00																								
Date Issued: AUGUST 14, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015
	Endorsement Effective Date: AUGUST 19, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
DECLARATION CHANGE(S) Named Insured Insured's Address Add/Delete Coverage Parts Other changes	
Description Of Change(s) THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES IL7990 10/10 THIRD PARTY NOTICE	
	Endorsement Premium NIL
Date Issued: AUGUST 19, 2015 Issuing Office: NORTHEAST REGION	
Authorized Representative: _____	

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CAROUSEL CENTER CO, LP DESTINY USA HOLDINGS, LLC C/O PYRAMID MANAGEMENT GROUP, LLC	4 CLINTON SQUARE SYRACUSE, NY 13202	30

IL 79 90 10 10

This endorsement modifies insurance provided under the following:

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

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IL 79 90 10 10

This endorsement modifies insurance provided under the following:

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CRYSTAL RUN NEWCO, LLC C/O PYRAMID MANAGEMENT GROUP, LLC	4 CLINTON SQUARE SYRACUSE, NY 13202	30

IL 79 90 10 10

This endorsement modifies insurance provided under the following:

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

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THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
BENDERSON DEVELOPMENT CO, LLC	7979 COOPER CREEK BLVD SUITE 100 UNIVERSITY PARK, FL 34201	30

IL 79 90 10 10

This endorsement modifies insurance provided under the following:

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
BBL CONSTRUCTION SERVICES LLC	302 WASHINGTON AVE EXT ALBANY, NY 12203	30

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
BUILDING INNOVATION GROUP	107 LINCOLN PARKWAY EAST ROCHESTER, NY 14445	30

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
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GARAGE COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or non-renewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CALAMARI CONSTRUCTION MANAGEMENT IN	3949 FOREST PARKWAY SUITE 100 WHEATFIELD, NY 14120	30

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2056307

IL 79 90 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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BUSINESS AUTO COVERAGE PART
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If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
CARKNER CONSTRUCTION LLC	4542 MORGAN PLACE LIVERPOOL, NY 13090	30



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: AUGUST 27, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: AUGUST 27, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
IR0005Policy Number
2056307**SELECTIVE INSURANCE COMPANY OF AMERICA**

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: AUGUST 27, 2015																								
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Description Of Change(s) ITEM ADDED AS FOLLOWS: ITEM # 00024 BLASTRAC 20DS GLOBAL W BDC99 S N 15169B 14666B HAS BEEN ADDED TO THE INLAND MARINE CONTRACTORS EQUIPMENT SCHEDULE. THE FOLLOWING INLAND MARINE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE TOTAL INLAND MARINE ADDL/RETURN PREMIUM: 116.00																										
		Additional Endorsement Premium \$116.00																								
Date Issued: AUGUST 27, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

IL-7017 (12/03)

INSURED'S COPY



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: OCTOBER 14, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: OCTOBER 15, 2015 Issuing office: NORTHEAST REGION	

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015
	Endorsement Effective Date: OCTOBER 14, 2015
Agent: CH INSURANCE BROKERAGE SERVICES CO INC	Agent Number: 00-11795-00000
Changes indicated in this endorsement affect all coverages provided under this Commercial Policy	
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
DECLARATION CHANGE(S) Named Insured Insured's Address Add/Delete Coverage Parts Other changes	
Description Of Change(s) THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7010 12/03 POLICY CHANGES LOSS PAYEE HAS BEEN AMENDED. THE FOLLOWING PROPERTY FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CP1218 06/07 LOSS PAYABLE PROVISIONS THE FOLLOWING PROPERTY FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE	
	Endorsement Premium NIL
Date Issued: OCTOBER 15, 2015 Issuing Office: NORTHEAST REGION	
Authorized Representative: _____	

IL-7010 (12/03)

INSURED'S COPY

Endorsement Number
PP0013

Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: OCTOBER 14, 2015																								
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		Endorsement Premium NIL																								
Date Issued: OCTOBER 15, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

LOSS PAYABLE PROVISIONS

POLICY NUMBER: S 2056307

COMMERCIAL PROPERTY
CP 12 18 06 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	001	Building Number:	001	Applicable Clause (Enter C., D., E., or F.):	D
Description Of Property: ALL BUSINESS ASSETS Loss Payee Name: KEY BANK NATIONAL ASSOCIATION, ISAO ATIMA Loss Payee Address: 4910 TIEDEMAN ROAD BROOKLYN, OH 44144					
Premises Number:	002	Building Number:	001	Applicable Clause (Enter C., D., E., or F.):	D
Description Of Property: ALL BUSINESS ASSETS Loss Payee Name: KEY BANK NATIONAL ASSOCIATION, ISAO ATIMA Loss Payee Address: 4910 TIEDEMAN ROAD BROOKLYN, OH 44144					
Premises Number:	003	Building Number:	001	Applicable Clause (Enter C., D., E., or F.):	D
Description Of Property: ALL BUSINESS ASSETS Loss Payee Name: KEY BANK NATIONAL ASSOCIATION, ISAO ATIMA Loss Payee Address: 4910 TIEDEMAN ROAD BROOKLYN, OH 44144					

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

LOSS PAYABLE PROVISIONS

POLICY NUMBER: S 2056307

COMMERCIAL PROPERTY
CP 12 18 06 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	004	Building Number:	001	Applicable Clause (Enter C., D., E., or F.):	D
Description Of Property: ALL BUSINESS ASSETS					
Loss Payee Name: KEY BANK NATIONAL ASSOCIATION, ISAO ATIMA					
Loss Payee Address: 4910 TIEDEMAN ROAD BROOKLYN, OH 44144					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
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Description Of Property:					
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A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

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C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
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- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: OCTOBER 29, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: OCTOBER 29, 2015 Issuing office: NORTHEAST REGION	

COMMERCIAL INLAND MARINE DECLARATIONS

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: OCTOBER 29, 2015								
Insurance is provided only for those coverages shown in the following coverage schedule.									
<div>Coverage Schedule</div> <table> <thead> <tr> <th>Coverage</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>INSTALLATION FLOATER</td> <td>\$680.00</td> </tr> <tr> <td>CONTRACTORS' EQUIPMENT</td> <td>\$3,499.00</td> </tr> <tr> <td>MISCELLANEOUS PROPERTY - TOOLS</td> <td>\$900.00</td> </tr> </tbody> </table>		Coverage	Premium	INSTALLATION FLOATER	\$680.00	CONTRACTORS' EQUIPMENT	\$3,499.00	MISCELLANEOUS PROPERTY - TOOLS	\$900.00
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INSTALLATION FLOATER	\$680.00								
CONTRACTORS' EQUIPMENT	\$3,499.00								
MISCELLANEOUS PROPERTY - TOOLS	\$900.00								
Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Premium Amount \$5,181.00 (This premium may be subject to adjustment.)								

Endorsement Number
IR0007Policy Number
2056307**SELECTIVE INSURANCE COMPANY OF AMERICA**

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: OCTOBER 29, 2015																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
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Description Of Change(s) THE FOLLOWING INLAND MARINE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: CM7071 07/94 COMMERCIAL INLAND MARINE DECLARATIONS CM7096A 07/92 CONTRACTORS EQUIP SUPPLEMENTAL DEC CM7115 03/12 CONTRACTORS EQUIPMENT LEASED/RENTED IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE ADD LOSS PAYEE FOR RENTED/LEASED EQUIPMENT NO CHANGE IN INLAND MARINE ADDL/RETURN PREMIUM.																										
		Endorsement Premium NIL																								
Date Issued: OCTOBER 29, 2015 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

IL-7017 (12/03)

INSURED 'S COPY

Previous Policy Number

S 2056307

Policy Number

S 2056307

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS CONTRACTORS EQUIPMENT COVERAGE

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: OCTOBER 29, 2015	
Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.		
SCHEDULE		
SCHEDULE OF EQUIPMENT		
<u>Item No.</u>	<u>Description of Equipment (including Serial No.)</u>	<u>Limit of Insurance</u>
1	2001 NEW HOLLAND BOBCAT	\$30,000
2	AIR PALCO GROUT PUMP	\$20,000
3	24' M SERIES POWER UNIT W GUARD RAILS AND HARDWARE 24M3436	\$26,500
4	18' BRIDGE W GUARD RAILS AND HARDWARE 18B8024 & 18B9325	\$5,800
5	5' TOWERS KITS NEW STYLE TOGGLE BELTS PART#TW60-55	\$5,343
6	IMER READYMAN MORTARMIXER MODEL COD 1194500 SERIAL #00009628	\$2,800
7	CLARKE FLOOR SCRUBBER MODEL 05400A	\$7,500
8	EDCO SINGLE DISC GRINDER SERIAL #080210124	\$5,850
9	JLG SCISSOR LIFT SERIAL # 273429	\$6,000
10	RAIMONDI FLOOR GROUT CLEANER MODEL MERTA ADV	\$2,890
11	EVOLUTION RING WET SAW	\$2,500
12	EDCO 3 DISC GRINDER	\$9,000
13	EDCO DOUBLE HEAD GRINDER	\$7,500
14	2 EDCO VACUUMS	\$6,400
15	1982 MITSUBISHI FORKLIFT	\$4,500
16	EDCO SCARIFIER 480V 30AMP MODEL 4GC-13P SERIAL# 120510042	\$10,000
CONTINUED ON SCHEDULE: CM-7133		TOTAL
		\$599,864
ALL COVERED PROPERTY AT ALL LOCATIONS		\$599,864
DEDUCTIBLE		
The Deductible amount is \$500. unless otherwise stated		\$1,000
RATES & PREMIUM		
Premium for this Coverage Form		\$3,499.00
Annual Rate for this Coverage Form		\$0.500
SPECIAL PROVISIONS (If Any)		
LOSS PAYEE FOR RENTED/LEASED EQUIPMENT: GREAT LAKES SCAFFOLDING INC 363 EASTERN BLVD WATERTOWN NY 13601		

COMMERCIAL INLAND MARINE SCHEDULE

SCHEDULE OF EQUIPMENT

<u>Item No.</u>	<u>Description of Equipment including Serial No.)</u>	<u>Limit of Insurance</u>
17	VAPORLUX STEAMER SERIAL# 003621	\$3,900
18	2006 TEREX FORKLIFT MODEL TH842C UNIT N35886	\$74,290
19	2007 CATERPILLAR FORKLIFT TL1255 SERIAL#TBN00196	\$60,000
20	VARIOUS HYDROMOBILE SCAFFOLDING EQUIP PER DOC #4S-330-368-3	\$110,500
21	2007 SKYTRAK FORKLIFT S N 0160029058	\$47,250
22	2005 SKYTRAK 10054	\$47,412
23	60' BRIDGE & 30' BRIDGE WITH ALL ACCESSORIES	\$34,188
24	BLASTRAC 20DS GLOBAL W BDC99 S N 15169B 14666B	\$69,741

CONTRACTORS EQUIPMENT LEASED/RENTED UNSCHEDULED EQUIPMENT

POLICY NUMBER: S 2056307

COMMERCIAL INLAND MARINE
CM 71 15 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

SCHEDULE

Leased/Rented Unscheduled Contractors Equipment		Limit of Insurance
	Any One Item	\$200,000
	Total	\$200,000
Deposit Premium	\$500.00	
Minimum Annual Premium	\$250.00	
Rate per \$100 of Rental Fees	\$1.000	

A. COVERAGE

We will cover "loss" as a result of a Covered Cause of Loss to unscheduled contractors equipment in your care, custody or control that you lease, rent or borrow from others. The most we will pay for "loss" to such unscheduled contractors equipment under this coverage is the applicable Limit of Insurance shown in the above Schedule.

B. REPORTING CONDITIONS

If this coverage is written on a reporting basis as specified in Special Provisions in the Declarations, the following will apply:

1. Reports

- a. Within 30 days after the end of the policy period, you must report to us the total amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others during the policy period.
- b. If you fail to submit the report(s) required by Subparagraph a. above, the most we will pay is 90% of the limit(s) shown in the above Schedule.
- c. If your last report before a "loss" indicates less than the actual amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others, we will not pay a greater portion of the "loss", prior to the application of the deductible, than the total amount of your expenditures you reported divided by your actual amount of your expenditures during the reporting period.

- d. We will not pay more than the applicable limit shown in the above Schedule.

2. Premium Computation

The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying your total expenditures used in your report by the rate shown in the above Schedule.

3. Premium Adjustment

We will compare the total computed premium to the Deposit Premium shown in the above Schedule. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

4. Minimum Premium

You must pay at least the Minimum Annual Premium shown in the above Schedule.

5. Cancellation

If this coverage is cancelled, you must report the amount of your expenditures you paid on the unscheduled contractors equipment that you leased, rented or borrowed from others up to and including the date of cancellation. We will compute the premium as provided above.

C. COINSURANCE

The Coinsurance condition of the Contractors Equipment Coverage Form does not apply to property to which this endorsement applies.



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: OCTOBER 12, 2015</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: NOVEMBER 30, 2015 Issuing office: NORTHEAST REGION	

Endorsement Number
A00008Policy Number
S 2056307

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: OCTOBER 12, 2015																									
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Description Of Change(s) VEHICLE ADDED AS FOLLOWS: VEHICLE # 020 2010 FORD 1FTSX2B5XAEB19607 HAS BEEN ADDED. THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">CA2233</td> <td style="width: 10%;">01/11</td> <td style="width: 70%;">NY ADDED PIP</td> </tr> <tr> <td>CA7914A</td> <td>01/95</td> <td>NY BUSINESS AUTO DEC PAGE 1</td> </tr> <tr> <td>CA7914B</td> <td>01/95</td> <td>AUTO DEC -LOSS PAYEE</td> </tr> <tr> <td>CA7915</td> <td>10/01</td> <td>NY BUSINESS AUTO DECLARATIONS PAGE 2</td> </tr> <tr> <td>IL7017</td> <td>12/03</td> <td>NY POLICY CHANGES ENDORSEMENT</td> </tr> <tr> <td>IL7025A</td> <td>11/89</td> <td>COMMERCIAL POLICY INFORMATION PAGE</td> </tr> </table> THE FOLLOWING AUTOMOBILE FORM(S) AND ENDORSEMENT(S) ARE CANCELLED EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">IN0086</td> <td style="width: 10%;">10/05</td> <td style="width: 70%;">IMPORTANT NOTICE CONCERNING VEHS IN NY</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">TOTAL AUTOMOBILE ADDL PREMIUM:</td> <td style="width: 60%;">235.00</td> </tr> <tr> <td>TOTAL AUTOMOBILE ADDL SURCHARGE:</td> <td>10.00</td> </tr> </table>		CA2233	01/11	NY ADDED PIP	CA7914A	01/95	NY BUSINESS AUTO DEC PAGE 1	CA7914B	01/95	AUTO DEC -LOSS PAYEE	CA7915	10/01	NY BUSINESS AUTO DECLARATIONS PAGE 2	IL7017	12/03	NY POLICY CHANGES ENDORSEMENT	IL7025A	11/89	COMMERCIAL POLICY INFORMATION PAGE	IN0086	10/05	IMPORTANT NOTICE CONCERNING VEHS IN NY	TOTAL AUTOMOBILE ADDL PREMIUM:	235.00	TOTAL AUTOMOBILE ADDL SURCHARGE:	10.00
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Additional Endorsement Premium \$245.00																										
Date Issued: NOVEMBER 30, 2015																										
Authorized Representative: _____																										
Issuing Office: NORTHEAST REGION																										

IL-7017 (12/03)

INSURED'S COPY

S 2056307

S 2056307

NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: DECEMBER 25, 2014		Coverage Effective Date: OCTOBER 12, 2015	
Business of Named Insured: COMMERCIAL GC			
<p>Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.</p>			
Coverage Schedule			
Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$8,049.00
Mandatory Personal Injury Protection	5	\$50,000	\$569.00
Optional Basic Economic Loss Coverage	5	\$150,000	\$308.00
Additional Personal Injury Protection		\$200,000	\$877.00
Aggregate No-Fault Benefits Available		\$5,000	
Maximum Monthly Work Loss		\$2,000	
Death Benefit		\$50	
Other Necessary Expenses (Per Day)			
Auto Medical Payments			
Uninsured Motorists	2	\$5,000	\$27.00
Supplementary Uninsured Motorists (SUM)			
The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by a motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	6	\$1,000,000 CSL	\$612.00
Physical Damage Comprehensive Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$521.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	7	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$1,824.00
Physical Damage Towing and Labor Coverage		for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.
New York Motor Vehicle Law Enforcement Fee			\$150.00

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 1	QUAL	12	TRAILER	550FP2327CS000780		684890/L				\$6,200			
NY 2	INTL	02	4000 SERIE	1HTSCABKX2H512540	H	S/314890/L				\$39,664			
NY 3	FREI	01	MED CONV F	1FVABSAL91HJ94490	H	S/314890/L				\$18,000			
NY 4	GMC	01	SIERRA K25	1GTHK29U51E335516	L	S/014890/L				\$28,641			
CONTINUED ON SCHEDULE: CA-7916													
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem.	Supp Unins Motorists	Physical Damage Insurance		Specified Causes of Loss	Collision		Towing Prem.
								Ded.	Prem.		Ded.	Prem.	
NY 1	012	47				1		250	14		500	38	
NY 2	012	669	50		28	2	51	500	21		500	84	
NY 3	012	669	50		28	2	51	500	18		500	62	
NY 4	012	573	50		28	2	51	250	36		500	123	
Totals \$													

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:	
Vehicle No. NY 10	Name and Address of Loss Payee BERKSHIRE BANK ISAOA ATIMA 6611 MANLIUS CENTER ROAD EAST SYRACUSE, NY 13057
CONTINUED ON SCHEDULE: CA-7916	

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Premium \$12,060.00 (This premium may be subject to adjustment.)
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NEW YORK BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: OCTOBER 12, 2015
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Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
NEW YORK	IF ANY	1.781	\$17.00	\$17.00
Total Premium				\$17.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning.			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on direct primary basis and for purposes of the condition entitled. OTHER INSURANCE, any covered “auto” “you” hire or borrow is deemed to be covered “auto” “you” own.

Item Five – Schedule for Non-Ownership Liability			
Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$87.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$87.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -				
Estimated Yearly	R a t e s		P r e m i u m s	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

BUSINESS AUTOMOBILE SCHEDULE

Auto Schedule													
No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost			
								Year	N/U				
NY 7	KRIS	11	TRAILER	4DKUS1923BS008620		684890/L				\$15,000			
NY 9	CHEV	97	C3500	1GBJC34R5VF026138	L	S/014890/L				\$17,956			
NY 10	FORD	12	F350 SUPER	1FT8W3BT0CED11574	L	S/014890/L				\$36,215			
NY 11	FORD	05	ECONOLINE	1FTNE24L65HB21356	M	S/214890/L				\$23,665			
NY 12	FORD	13	F550 SUPER	1FDUF5GT6DEB32178	M	S/214890/L				\$33,830			
NY 13	DODG	06	SPRINTER 3	WDXPD844865927587	L	C/034890/L				\$20,000			
NY 14	FORD	15	F250 SUPER	1FT7W2BT3FEB48722	L	S/014890/L				\$35,000			
NY 15	HAUL	14	TRAILER	16HCB1219EP095739		694990/L				\$5,000			
NY 16	B-WI	15	TRAILER	58CB3EK29FC001629		684990/L				\$12,666			
NY 17	ZZ	14	8CAM820DOT	5JPBU2928EP035774		694990/L				\$10,400			
NY 18	CHEV	07	EXPRESS G2	1GCGG25U171115275	L	C/034890/L				\$22,595			
NY 19	CHEV	09	EXPRESS G2	1GCGG25C191178869	L	S/014890/L				\$24,540			
NY 20	FORD	10	F250 SUPER	1FTSX2B5XAE19607	L	C/034990/L				\$30,405			
No.	Terr.	Liability Insurance Premium	Mandatory P.I.P.	O.B.E.L.	Additional P.I.P.	Med Paymnts. Prem	Supp Unins Motorists	Physical Damage Insurance				Towing Prem.	
								Comprehensive		Specified Causes of Loss	Collision		
								Ded.	Prem.		Ded.		Prem.
NY 7	012	47				1		250	18		500	58	
NY 9	012	573	50		28	2	51	500	26		500	91	
NY 10	012	573	50		28	2	51	250	50		500	196	
NY 11	012	603	50		28	2	51	250	24		500	74	
NY 12	012	603	50		28	2	51	250	42		500	154	
NY 13	012	784	43			2	51	250	36		500	111	
NY 14	012	573	43		28	2	51	250	59		500	245	
NY 15	012							250	11		500	31	
NY 16	012	60	4			1		250	23		500	82	
NY 17	012							250	18		500	65	
NY 18	012	784	43		28	2	51	250	39		500	121	
NY 19	012	573	43		28	2	51	250	38		500	120	
NY 20	012	814	43		28	2	51	250	48		500	169	
Totals \$		7,945	569		308	27	612	521			1,824		

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

NY 12 M&T BANK
ONE FOUNTAIN PLACE
BUFFALO, NY 14203

NY 14 ALLY FINANCIAL
PO BOX 8104
COCKEYSVILLE, MD 21030

NY 16 KEY EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION
PO BOX 3886
BELLEVUE, WA 98009

NY 17 KEYCORP AND ITS SUBSIDIARIES &
AFFILIATED COMPANIES, INCLUDING KEY
EQUIPMENT FINANCE, A DIVISION OF
KEYBANK NATIONAL ASSOCIATION, THEIR SUCCESSORS AND AS

Coverage Effective Date
OCTOBER 12, 2015

Policy Number
S 2056307

BUSINESS AUTOMOBILE SCHEDULE

Items Three in Schedule of Covered Autos You Own (see Auto Schedule) in Loss Payees Subject to Loss Payable Clause:
Vehicle No. Name and Address of Loss Payee
SQLCA h ? BELLEVUE, WA 98009

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 2	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 3	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 4	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 9	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 10	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 11	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 12	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 14	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 18	\$150,000	\$3,000	\$25	\$28	N/A	N/A
VEHICLE # 19	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.

ADDITIONAL PERSONAL INJURY PROTECTION (NEW YORK)

POLICY NUMBER: s 2056307

COMMERCIAL AUTO
CA 22 33 01 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company agrees with the named insured, subject to all of the provisions, exclusions and conditions of the New York Mandatory Personal Injury Protection Endorsement, not expressly modified in this endorsement as follows:

SCHEDULE

Added Personal Injury Protection (Additional Limits)

Designation Or Description Of Vehicle	Without Additional Death Benefit				Additional Death Benefit	
	Total Additional Personal Injury Protection Limits	Monthly Work Loss	Other Expenses (Per Day)	Premium	Limit	Premium
VEHICLE # 20	\$150,000	\$3,000	\$25	\$28	N/A	N/A

Additional Personal Injury Protection

The Company will pay additional first party benefits to reimburse for extended economic loss on account of personal injuries sustained by an eligible injured person and caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy period. This coverage only applies to motor vehicle accidents within the United States of America, its territories or possessions or Canada.

Eligible Injured Person

Subject to the exclusions set forth below, an eligible injured person is:

- (a) The named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
- (b) The named insured and any relative who sustains personal injury arising out of the use or operation of any motorcycle while not occupying a motorcycle;
- (c) Any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle while occupying the insured motor vehicle; or

- (d) Any other person who sustains personal injury arising out of the use or operation of any other motor vehicle (other than a public or livery conveyance) while occupying such other motor vehicle, if such other motor vehicle is being operated by the named insured or any relative.

Exclusions

This coverage does not apply to personal injury sustained by:

- (a) Any person while occupying a motor vehicle owned by such person with respect to which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (b) Any person while occupying, or while a pedestrian through being struck by, a motor vehicle owned by the named insured with respect to which additional personal injury protection coverage is not provided under this policy;
- (c) Any relative while occupying, or while a pedestrian through being struck by, a motor vehicle owned by such relative with respect to which additional personal injury protection coverage is not provided under this policy;

- (d) Any New York State resident other than the named insured or relative injured through the use or operation of a motor vehicle outside of New York State if such resident is the owner of a motor vehicle for which the coverage required by the New York Comprehensive Motor Vehicle Insurance Reparations Act is not in effect;
- (e) Any person while occupying a motorcycle;
- (f) Any person who intentionally causes his own personal injury;
- (g) Any person as a result of operating a motor vehicle while in an intoxicated condition or while his or her ability to operate the vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law) except that coverage shall apply to necessary emergency health services rendered in a general hospital, as defined in section 2801(10) of the New York Public Health Law, including ambulance services attendant thereto and related medical screening. However, where the person has been convicted of violating section 1192 of the New York Vehicle and Traffic Law while operating a motor vehicle in an intoxicated condition or while his or her ability to operate such vehicle is impaired by the use of a drug, and conviction is a final determination, the Company has a cause of action against such person for the amount of first party benefits that are paid or payable; or
- (h) Any person while:
 - (i) Committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
 - (ii) Operating a motor vehicle in a race or speed test;
 - (iii) Operating or occupying a motor vehicle known to him to be stolen; or
 - (iv) Repairing, servicing or otherwise maintaining a motor vehicle if such conduct is within the course of a business of repairing, servicing or otherwise maintaining a motor vehicle and the injury occurs on the business premises.

Additional First Party Benefits

Additional first party benefits are payments equal to extended economic loss reduced by:

- (a) 20 percent of the eligible injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) Amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workers' compensation benefits or disability benefits under article 9 of the New York Workers' Compensation Law, which amounts have not been applied to reduce first party benefits recovered or recoverable under basic economic loss;
- (c) Amounts recovered or recoverable by the eligible injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State (other than the State of New York) of the United States of America, its possessions or territories, or by the laws of any province of Canada.

Extended Economic Loss

Extended economic loss shall consist of the following:

- (a) Basic economic loss sustained on account of an accident occurring within the United States of America, its possessions or territories or Canada, which is not recovered or recoverable under a policy issued in satisfaction of the requirements of article 6 or 8 of the New York Vehicle and Traffic Law and article 51 of the New York Insurance Law;
- (b) The difference between:
 - (i) Basic economic loss; and
 - (ii) Basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) An additional death benefit in the amount set out in the declarations.

Two or More Vehicles Insured Under This Policy

The limit of liability under this endorsement applicable to injuries sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, the insured motor vehicle shall be as stated in the Declarations for that insured motor vehicle. The limit of liability for injuries covered by this endorsement and sustained by an eligible injured person while occupying, or while a pedestrian through being struck by, a motor vehicle, other than the insured motor vehicle, shall be the highest limit stated for this coverage in the Declarations for any insured motor vehicle under this policy.

Arbitration

In the event any person making a claim for additional first-party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

Subrogation

In the event of any payment for extended economic loss, the Company is subrogated to the event of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

Other Coverage; Nonduplication

The eligible injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage.

If an eligible injured person is entitled to New York mandatory and additional personal injury protection benefits under any other policy, and if such eligible injured person is not entitled to New York mandatory personal injury protection benefits under this policy, then the coverage provided under this New York Additional Personal Injury Protection Endorsement shall be excess over such other New York mandatory and additional personal injury protection benefits.

When coverage provided under this endorsement applies on an excess basis, it shall apply only in the amount by which the total limit of liability of New York mandatory and additional personal injury protection coverage available under this policy exceeds the total limit of liability for any other applicable New York mandatory and additional personal injury protection coverage.

Subject to the provisions of the preceding three paragraphs, if the eligible injured person is entitled to benefits under any other optional first party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance, for the same element of loss.



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: DECEMBER 25, 2014																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL GENERAL LIABILITY COVERAGE PART																										
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.																										
POLICY CHANGE(S) <table border="0"> <tr> <td>Adding a Location</td> <td>Adding a Classification</td> <td>Amending Minimum Premium(s)</td> </tr> <tr> <td>Deleting a Location</td> <td>Changing a Classification</td> <td>Amending Limit(s) of Liability</td> </tr> <tr> <td>Changing a Location</td> <td>Amending Declarations</td> <td>Adding Loss Payee</td> </tr> <tr> <td>Changing a Policy Period</td> <td>Adding Schedule</td> <td>Deleting Loss Payee</td> </tr> <tr> <td>Adding Endorsement(s)</td> <td>Deleting Schedule</td> <td>Adding Mortgagee</td> </tr> <tr> <td>Deleting Endorsement(s)</td> <td>Amending Schedule</td> <td>Deleting Mortgagee</td> </tr> <tr> <td>Amending Endorsement(s)</td> <td>Amending Premium Basis</td> <td>Amending Rating Data</td> </tr> <tr> <td>Amending Rates</td> <td>Amending Premium</td> <td>Amending Protection Class</td> </tr> </table>			Adding a Location	Adding a Classification	Amending Minimum Premium(s)	Deleting a Location	Changing a Classification	Amending Limit(s) of Liability	Changing a Location	Amending Declarations	Adding Loss Payee	Changing a Policy Period	Adding Schedule	Deleting Loss Payee	Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee	Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee	Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data	Amending Rates	Amending Premium	Amending Protection Class
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Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data																								
Amending Rates	Amending Premium	Amending Protection Class																								
Description Of Change(s) FINAL PHYSICAL AUDIT PREMIUM BASIS AMENDED AS FOLLOWS: LOCATION # 001 /BUILDING # 001 INFORMATION HAS CHANGES AS FOLLOWS: THE PREMIUM BASIS FOR CLASS CODE 31023 IS AMENDED TO 335,540. PREMIUM BASIS AMENDED AS FOLLOWS: LOCATION # 001 /BUILDING # 001 INFORMATION HAS CHANGES AS FOLLOWS: THE PREMIUM BASIS FOR CLASS CODE 31031 IS AMENDED TO 1,650,383. PREMIUM BASIS AMENDED AS FOLLOWS: LOCATION # 001 /BUILDING # 001 INFORMATION HAS CHANGES AS FOLLOWS: THE PREMIUM BASIS FOR CLASS CODE 31058 IS AMENDED TO 1,460,600. THE FOLLOWING GENERAL LIABILITY FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT CG7035 06/90 GL COVERAGE DECLARATIONS TOTAL GENERAL LIABILITY ADDL/RETURN PREMIUM: 5,937.00																										
		Additional Endorsement Premium \$5,937.00																								
Date Issued: MARCH 1, 2016 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										

Previous Policy Number
S 2056307Policy Number
S 2056307**COMMERCIAL LIABILITY COVERAGE DECLARATION**

Policy Effective Date: DECEMBER 25, 2014	Coverage Effective Date: DECEMBER 25, 2014
Business of Named Insured: COMMERCIAL GC	

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits**COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$100,000
Medical Expense Limit -- Any One Person	\$10,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
TERRORISM					\$1,248.00	
Owner, Lessee or Contractor	20738		45.000		\$45.00	
Completed Ops	31075			65.000		\$65.0
Automatic Status Completed Op	31080			200.000		\$200.0
LOCATION #001 BUILDING #001 -----						
MASONRY SL (T-004)	31023	335,540 (P)	38.617	4.668	\$12,958.00	\$1,566.0
TILE, STONE, MOSAIC WORK INT. SL (T-004)	31031	1,650,383 (P)	18.260	4.550	\$30,136.00	\$7,509.0
SUBCONTRACTORS-COMMERCIAL (T-004)	31058	1,460,600 (C)	2.249	1.477	\$3,285.00	\$2,157.0
BUILDINGS PREM MERC MANF OTHER THA (T-004)	61212	1,500 (A)	88.904	----	\$133.00	COV'D
LOCATION #003 BUILDING #001 -----						
BUILDINGS PREMISES OTHER THAN NOT (T-004)	61226	5,100 (A)	356.963	----	\$1,821.00	COV'D
CONTINUED ON SCHEDULE: CG-7045						
Minimum Premium		\$720.00	Total Premium		\$52,131.00	\$11,497.00

Premium and Rate Legend

Location of all premises you own, rent, or control: Refer to "Schedule of Locations"	(P)	Payroll	- rate per \$1000 of payroll
	(A)	Area	- rate per 1000 square feet
	(C)	Total Cost	- rate per \$1000 of cost

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Advance Premium \$63,628.00 (This premium may be subject to adjustment.)
--	--

CG-7035 (06/90)

INSURED'S COPY

COMMERCIAL LIABILITY SCHEDULE

Classification	Class Code	Premium Basis	Rates		Advance Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
LOCATION #004 BUILDING #001						
BUILDINGS PREMISES OTHER THAN NOT (T-021)	61226	6,000 (A)	417.501	----	\$2,505.00	COV'D



POLICY DOCUMENT

S 205630702

INSURED 'S COPY

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY INFORMATION PAGE

Named Insured and Address C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654	Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 12:01 A.M Standard Time At Location of Designated Premises
Named Insured is: CORPORATION	Producer Number: 00-11795-00000
Producer: CH INSURANCE BROKERAGE SERVICES CO INC NEW YORK	
<p style="text-align: center;">Schedule of Coverage</p> <p>Schedule Effective Date: DECEMBER 25, 2014</p> <p>COMMERCIAL PROPERTY COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL AUTOMOBILE COVERAGE COMMERCIAL INLAND MARINE COVERAGE COMMERCIAL UMBRELLA COVERAGE</p>	
Date Issued: MARCH 29, 2016 Issuing office: NORTHEAST REGION	

SELECTIVE INSURANCE COMPANY OF AMERICA

40 WANTAGE AVE, BRANCHVILLE, NJ 07890

POLICY CHANGES

Named Insured C&D LAFACE CONSTRUCTIONINC 3721 NEW COURT AVE SYRACUSE, NY 13206-1654		Policy Period From: DECEMBER 25, 2014 To: DECEMBER 25, 2015 Endorsement Effective Date: DECEMBER 25, 2014																								
Agent: CH INSURANCE BROKERAGE SERVICES CO INC		Agent Number: 00-11795-00000																								
COVERAGE PART AFFECTED COMMERCIAL GENERAL LIABILITY COVERAGE PART																										
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.																										
POLICY CHANGE(S) <table border="0"> <tr> <td>Adding a Location</td> <td>Adding a Classification</td> <td>Amending Minimum Premium(s)</td> </tr> <tr> <td>Deleting a Location</td> <td>Changing a Classification</td> <td>Amending Limit(s) of Liability</td> </tr> <tr> <td>Changing a Location</td> <td>Amending Declarations</td> <td>Adding Loss Payee</td> </tr> <tr> <td>Changing a Policy Period</td> <td>Adding Schedule</td> <td>Deleting Loss Payee</td> </tr> <tr> <td>Adding Endorsement(s)</td> <td>Deleting Schedule</td> <td>Adding Mortgagee</td> </tr> <tr> <td>Deleting Endorsement(s)</td> <td>Amending Schedule</td> <td>Deleting Mortgagee</td> </tr> <tr> <td>Amending Endorsement(s)</td> <td>Amending Premium Basis</td> <td>Amending Rating Data</td> </tr> <tr> <td>Amending Rates</td> <td>Amending Premium</td> <td>Amending Protection Class</td> </tr> </table>			Adding a Location	Adding a Classification	Amending Minimum Premium(s)	Deleting a Location	Changing a Classification	Amending Limit(s) of Liability	Changing a Location	Amending Declarations	Adding Loss Payee	Changing a Policy Period	Adding Schedule	Deleting Loss Payee	Adding Endorsement(s)	Deleting Schedule	Adding Mortgagee	Deleting Endorsement(s)	Amending Schedule	Deleting Mortgagee	Amending Endorsement(s)	Amending Premium Basis	Amending Rating Data	Amending Rates	Amending Premium	Amending Protection Class
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Description Of Change(s) SELECTIVE IS COMMITTED TO PROVIDING QUALITY AND CONSISTENCY THROUGHOUT ALL OF OUR CUSTOMER INTERACTIONS. WE RECENTLY DISCOVERED AN ERROR THAT IMPACTS YOUR POLICY PREMIUM. YOUR RETURN PREMIUM IS SHOWN BELOW. IF APPLICABLE, YOU WILL RECEIVE AN INTEREST CHECK IN A SEPARATE MAILING, AT 9% OF YOUR RETURN PREMIUM AMOUNT. WE APOLOGIZE FOR ANY INCONVENIENCE. PLEASE FEEL FREE TO CONTACT US WITH ANY QUESTIONS AT 1-866-238-0545. THE FOLLOWING GENERAL LIABILITY FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE WITH THE EFFECTIVE DATE OF THIS CHANGE: IL7017 12/03 NY POLICY CHANGES ENDORSEMENT IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE TOTAL GENERAL LIABILITY ADDL/RETURN PREMIUM: -2,483.00																										
		Return Endorsement Premium \$2,483.00																								
Date Issued: MARCH 29, 2016 Issuing Office: NORTHEAST REGION																										
Authorized Representative: _____																										